

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2023/May 2023
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2022/May 2022
VACANT	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **August 24, 2020**
TIME: **1:00 P.M.**
PLACE: **Information Center**
3900 E. 470 Beltway
Aurora, CO 80019

THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION.

DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM:

<https://zoom.us/j/97398097502?pwd=WkRFMUg2SW0zVXljQ2JpWDlveHdlQT09>

Meeting ID: 973 9809 7502

Passcode: 053833

Or Dial In:

646-558-8656

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest and confirm quorum.

- B. Approve Agenda confirm location of the meeting and posting of meeting notices.
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II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Review and consider approval of Minutes from the July 16, 2020 Special Meeting, the July 21, 2020 Special Meeting and the July 29, 2020 Special Meeting (enclosures).
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- B. Ratify approval of Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway by and between Aerotropolis Area Coordinating Metropolitan District (“District”) and Aerotropolis Regional Transportation Authority (“ARTA”) (enclosure).
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- C. Ratify approval of Plans and Specifications Budget.
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- D. Ratify approval of **Task Order No. 43** under the Master Service Agreement (“MSA”) for Pre-Construction Services by and between the District and **Contour Services, LLC** for The Aurora Highlands Street Lighting.
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- E. Ratify approval of **Task Order No. 24** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for The Aurora Highlands – Main Street Soccer Field Study.
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- F. Ratify approval of **Task Order No. 20** under the MSA for Planning and Architectural Services by and between the District and **Norris Design, Inc.** for Park 03 Site Plan, in the amount of \$160,000.
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- G. Ratify approval of **Task Order No. 23** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Infrastructure Site Plan 04, in the amount of \$115,000.
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III. LEGAL MATTERS

- A. Acknowledge Waiver and Release by Green Valley Aurora, LLC and Aurora Highlands, LLC (enclosure).
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- B. Acknowledge Waiver and Release by Clayton Properties Group II, Inc. for itself and as successor in interest to C&H Ranch Company, LLC, HC Development & Management Services Inc., Oakwood Homes, LLC, and the Oakwood Entities (enclosure).
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- C. Review and consider approval of Engagement Letter with Murray Dahl Beery Renaud LLP for District Employment Law Services (enclosure).
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IV. FINANCIAL MATTERS

- A. Ratify approval of payment of interim claims, consisting of check nos. 1708 - 1709 and four (4) wire transfers, in the amount of \$166,349.58 (enclosure).
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- B. Discuss status of Lender funding requests and consider approval of payment of claims for operating costs, in the amount of \$62,524.89 (enclosure).
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- C. Discuss status of Lender funding request and consider approval of payment of claims drawn against the 2020A Bonds, in the amount of \$2,008,110.33.
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- D. Discuss status of Lender funding request and consider approval of payment of claims exchanged for 2020B Bonds, in the amount of \$20,295.39.

- E. Review and accept schedule of unaudited financial statements dated June 30, 2020 and cash position report dated June 30, 2020, updated as of August 18, 2020 (enclosure).

- F. Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board (“CAB”) for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 26) prepared by Schedio Group LLC (enclosure).

- G. Discuss schedule for processing future draws and Board meetings.

V. CAPITAL PROJECTS

- A. Discuss and consider approval of Draw Request No. 26, in the total amount of \$3,237,074.39, prepared by the District’s Program Manager (enclosure- Draw Request No. 26 Summary and list of draw checks):

CAB (A Bonds)	\$2,008,110.33
CAB (B Bonds)	\$ 20,295.39
ARTA	\$1,162,646.24
ATEC	\$ 23,722.43
Developer	<u>\$ 22,300.00</u>
Total:	\$3,237,074.39

Aerotropolis Area Coordinating Capital Projects:

- B. Discuss and consider Lender Commitment to fund and approval of MSA for Program Management Services by and between the District and AECOM, subject to approval of the Construction Committee (enclosure).

- C. Discuss and consider Lender Commitment to fund and approval of **MSA** for Design Engineering and Related Services by and between the District and **AECOM**, subject to approval of the Construction Committee.
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- D. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 02 to Task Order No. 15** under the MSA for Surveying Services by and between the District and **Aztec Consultants, Inc.**, for Main Street Phase 1, subject to approval of the Construction Committee.
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- E. Discuss and consider Lender Commitment to fund and approval of **Change Order No. No. 01 to Task Order No. 45** under the MSA for Surveying Services between the District and **Aztec Consultants, Inc.** for Miscellaneous Conduit Staking, subject to approval of the Construction Committee.
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- F. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 32** under the MSA for Geotechnical Services by and between the District and **CTL Thompson, Inc.** for I-70 Interchange Design Report, subject to approval of the Construction Committee.
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- G. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 01 to Task Order No. 9** under the MSA for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Testing for Additional Tributary Run of Sanitary Sewer, subject to approval of the Construction Committee.
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- H. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 05** under the MSA for Civil Engineering Services by and between the District and **Felsburg Holt & Ullevig** for the Final Design of E-470 and 38th Avenue Interchanges, subject to approval of the Construction Committee.
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- I. Discuss and consider Lender Commitment to fund and approval of **Service Agreement** for Clock Tower Inspection and Maintenance Services by and between the District and **Front Range Services, Incorporated**, subject to approval of the Construction Committee.
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- J. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 01** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for 38th Place utilities, subject to approval of the Construction Committee.
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- K. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 11** under the Construction Agreement (Entry Monument) by and between the District and **JHL Constructors, Inc.** for Entry Monument Phase 1, subject to approval of the Construction Committee.
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- L. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 02** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3, subject to approval of the Construction Committee.
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- M. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 02** under the Construction Agreement between the District and **Kelley Trucking, Inc.** for 38th Parkway Powhaton to Monaghan, subject to approval of the Construction Committee.
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- N. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 04** under the Construction Agreement, by and between the District and **Martin Marietta Materials, Inc. (Denver)**, for Main Street Phase 1 and 2, 42nd Avenue and Aura Boulevard Phase 1 subject to approval of the Construction Committee.
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- O. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 05** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)**, for Main Street Phase 1 and 2, 42nd Avenue and Aura Boulevard Phase 1, subject to approval of the Construction Committee.
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- P. Discuss and consider Lender commitment to fund and approval of **Change Order No. 01 to Task Order No. 22** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Initial Survey Plat-01 Amendment 1, subject to approval of the Construction Committee.
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- Q. Discuss and consider Lender commitment to fund and approval of **Change Order No. 01 to Task Order No. 10** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Tributary T, subject to approval of the Construction Committee.
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- R. Discuss and consider Lender commitment to fund and approval of **Change Order No. 01 to Task Order No. 15** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Park 01, subject to approval of the Construction Committee.
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- S. Discuss and consider Lender commitment to fund and approval of **Task Order No. 25** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for E-470 Aesthetic Upgrades and Landscaping, subject to approval of the Construction Committee.
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- T. Discuss and consider Lender commitment to fund and approval of **Task Order No. 26** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Community Feature (Round-a-Bout Art), subject to approval of the Construction Committee.
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- U. Discuss and consider Lender commitment to fund and approval of **Task Order No. 27** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Community Markers, subject to approval of the Construction Committee.
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- V. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 03** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for 42nd Avenue Phase 2 and North/South Collector Parkway Waterline, subject to approval of the Construction Committee.
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- W. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 04** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for 42nd Avenue Phase 2 and North/South Collector Parkway Waterline, subject to approval of the Construction Committee.
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- X. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 03** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Main Street Phase 3 Tributary T EWEC, subject to approval of the Construction Committee.
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- Y. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 09** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Main Street Phase 1, subject to approval of the Construction Committee.
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- Z. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 01** under the Construction Agreement between the District and **Premier Earthwork and Infrastructure, Inc.** for Community Markers, subject to approval of the Construction Committee.
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- AA. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 05** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 42nd Avenue Phase 2 and North/South Collector EWEC, subject to approval of the Construction Committee.
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- BB. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 21** to MSA for Stormwater Management Services by and between the District and **Stormwater Risk Management, LLC** for Extension of Stormwater Management Services through June 30, 2021, subject to approval of the Construction Committee.
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- CC. Discuss and consider Lender Commitment to fund and approval of **MSA** by and between the District and **Summit Strategies, Inc.**, for Executive Program Management Services, subject to approval of the Construction Committee.
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- DD. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 09** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Main Street Phase 1 Utilities subject to approval of the Construction Committee.
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- EE. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 11** under the Construction Agreement by and between the District and **Wagner Construction, Inc. – Colorado**, for 42nd Avenue Phase 2 and North/South Collector Parkway Waterline subject to approval of the Construction Committee.
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- FF. Report from Project Manager.
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Aerotropolis Regional Transportation Authority (“ARTA”) Capital Projects:

VI. ARTA MATTERS

- A. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 06** under the MSA for Civil Engineering by and between the District and **Felsburg Holt & Ullevig** for the Final Design of E-470 and 38th Avenue Interchanges.
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VII. EXECUTIVE SESSION

- A. _____

VIII. OTHER BUSINESS

- A. _____
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IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED
FOR SEPTEMBER 17, 2020.

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
HELD
JULY 16, 2020**

A special meeting of the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, July 16, 2020, at 1:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via video enabled web conference, without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public via videoconference.

Directors In Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cynthia (“Cindy”) Shearon

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Jon Hoistad, Esq. and
Drew Rippey, Esq.; McGeady Becher P.C.
Todd Johnson; Terra Forma Solutions, Inc.
Debra Sedgeley, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Ryan Littleton; HR Green Development, LLC
Matthew Ruhland; Collins Cockrel & Cole P.C.
Rita Connerly; Fairfield & Woods P.C.
Carlo Ferreira; Aurora Highlands, LLC (for a portion of the meeting)

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

Public Comment: Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don’t wish to speak, but would like to be identified in the Minutes are

encouraged to introduce themselves. The public is not required to identify themselves if not speaking.

Agenda: The Board considered the proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried, the Agenda was approved, as amended.

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the District Board meeting was held via videoconference, without any individuals (neither District representatives nor the general public) attending in person. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within its boundaries have been received.

CONSENT AGENDA

The Board considered the following actions:

- Review and consider approval of Minutes from the June 18, 2020 Special Meeting, the June 23, 2020 Special Meeting and the June 24, 2020 Reconvened Special Meeting.
- Ratify approval of **Task Order No. 01** under the Master Service Agreement (“MSA”) for Civil Engineering Services by and between Aerotropolis Area Coordinating Metropolitan District (“District”) and **Cage Engineering, Inc.** for Infrastructure Site Plan 03 (Southwest/DRH area) in the amount of \$300,000.
- Ratify approval of **Change Order No. 01 to Task Order No. 02** under the MSA for Architecture, MEP and Structural Engineering Services by and between the District and **EV Studio, LLC** for The Aurora Highlands Interior Monuments Phase 1 in the amount of \$43,450.
- Ratify Approval of **Task Order No. 07** under the MSA for Subsurface Utility Engineering Services by and between the District and **Lamb-Star Engineering, L.P.** for Infrastructure Site Plan 03.
- Ratify approval of **Task Order No. 20** under the MSA for Planning and Architectural Services by and between the District and **Norris Design, Inc.** for Park 03 site Plan in the amount of \$160,000.
- Ratify approval of **Task Order No. 23** under the MSA for Planning and Landscape Architectural Services by and between the District and **Norris Design, Inc.** for Infrastructure Site Plan 04 in the amount of \$115,000.

Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the above actions, with the exception of Task Order No. 20 and Task Order No. 23 under the MSA for Planning and Landscape Architecture Services with Norris Design, Inc. which items were deferred to the July 21, 2020 Special Meeting.

LEGAL MATTERS **Assignment of Responsibilities under Restated Agreement for Reimbursement of Costs (Picadilly Road Cost Reimbursement) by and among the District, the Aurora Highlands Metropolitan District Nos. 1, 2 & 3, Green Valley Aurora Metropolitan District No. and Town Center Metropolitan District:** The Board determined to defer this matter to the July 21, 2020 Special Meeting.

FINANCIAL MATTERS **Claims:** Ms. Sedgeley presented to the Board for ratification the payment of claims represented by check no. 1672 - 1673 and five (5) ACH payments in the total amount of \$22,867.88.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board ratified approval of the payment of claims represented by check no. 1672 - 1673 and five (5) ACH payments, in the total amount of \$22,867.88, noting that the Lender has committed the necessary funding.

Claims: Ms. Sedgeley presented to the Board the payment of claims represented by check nos. 1705 - 1707, in the total amount of \$79,520.65. The Board determined to defer this matter to the July 21, 2020 Special meeting.

Lender funding request and consider approval of payment of claims for spine administrative costs represented by check nos. 1706 – 1707, in the amount of \$31,401.11: The Board determined to defer this matter to the July 21, 2020 Special Meeting.

Lender funding request and consider approval of payment of claims for in-tract and cost-sharing administrative costs represented by check no. 1707, in the amount of \$3,720.00: The Board determined to defer this matter to the July 21, 2020 Special Meeting.

Schedule of Unaudited Financial Statements dated May 31, 2020 and Cash Position Report dated May 31, 2020, updated as of July 13, 2020: Ms. Sedgeley reviewed the Schedule of Unaudited Financial Statements dated May 31, 2020 and Cash Position Report dated May 31, 2020, updated as of July 13, 2020.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board accepted the Schedule of Unaudited Financial Statements dated May 31, 2020 and Cash Position Report dated May 31, 2020, updated as of July 13, 2020.

2019 Audited Financial Statements and authorize execution of Representation

Letter: Ms. Sedgely reviewed the 2019 Audited Financial Statements and Representation Letter with the Board.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board accepted the 2019 Audited Financial Statements and authorized the execution of the Representation Letter.

CAB / District Engineer's Report and Verification of Costs Associated with Public Improvements, (July 2020 Draw), prepared by Schedio Group LLC:

The Board determined to defer this matter to the July 21, 2020 Special Meeting.

**CAPITAL
PROJECTS**

Draw Request No. 25: The Board determined to defer this matter to the July 21, 2020 Special meeting.

Plans and Specifications Budget: After discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board accepted the Plans and Specifications Budget and authorized Director Hopper to make technical changes with regard to accounting codes and budgets.

**AEROTROPOLIS
AREA
COORDINATING
CAPITAL
PROJECTS**

Notice of Award of Construction Contract to Arvada Excavating Co. for The Aurora Highlands Filing No. 3 Park Earthwork and Erosion Control and authorize execution of Notice to Proceed: Following discussion, this item was deferred.

Task Order No. 48 under the MSA for Surveying Services by and between the District and Aztec Consultants, Inc. for Filing 11 Design: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Task Order No. 48 under the MSA for Surveying Services by and between the District and Aztec Consultants, Inc. for Filing 11 Design Survey in the amount of \$5,350.00, upon review and recommendation by the Construction Committee.

Task Order No. 49 under the MSA for under the MSA for Surveying Services by and between the District and Aztec Consultants, Inc. for Filing 12 Design Survey: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Task Order No. 49 under the MSA for Surveying Services by and between the District and Aztec Consultants, Inc. for Filing 12 Design Survey in the amount of \$5,350.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to the Construction Agreement between the District and Bemas Construction, Inc. for 38th Parkway Reserve to Powhatan EWEC: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 01 to the Construction Agreement between the District and Bemas Construction, Inc. for 38th Parkway Reserve to Powhatan EWEC in the deductive amount of (\$5,860.00), upon review and recommendation by the Construction Committee.

Change Order No. 04 to the Construction Agreement between the District and Bemas Construction, Inc. for 38th Parkway, Powhatan to Monaghan: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 04 to the Construction Agreement between the District and Bemas Construction, Inc. for 38th Parkway, Powhatan to Monaghan, in the deductive amount of (\$5,860.00), upon review and recommendation by the Construction Committee.

Task Order No. 43 under the MSA for Pre-Constructive Services by and between the District and Contour Services, LLC for The Aurora Highlands Street Lighting: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Task Order No. 43 under the MSA for Pre-Constructive Services by and between the District and Contour Services, LLC for The Aurora Highlands Street Lighting in the amount of \$98,400.00, upon review and recommendation by the Construction Committee.

Task Order No. 33 under the MSA for Geotechnical Services by and between the District and CTL Thompson, Inc. for Street Lights (multiple roadways): Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Task Order No. 33 under the MSA for Geotechnical Services by and between the District and CTL Thompson, Inc. for Street Lights (multiple roadways) in the amount of \$17,990.00, upon review and recommendation by the Construction Committee.

Change Order No. 03 to Task Order No. 02 under the MSA for Architecture, MEP and Structural Engineering Services by and between the District and EV Studio, LLC, for The Aurora Highlands Interior Monuments Phase: This item was removed from consideration.

Task Order No. 24 under the MSA for Planning and Landscape Architecture Services by and between the District and Norris Design, Inc. for The Aurora Highlands – Main Street Soccer Field Study: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Task Order No. 24 to the MSA for Planning and Landscape Architecture Services by and between the District and Norris Design, Inc. for The Aurora Highlands – Main Street Soccer Field Study, in the amount of \$13,000.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 under the Construction Agreement by and between the District and Pase Contracting, Inc. - Colorado for Main Street Phase 3 Tributary T EWEC: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 02 under the Construction Agreement by and between the District and Pase Contracting, Inc. - Colorado for Main Street Phase 3 Tributary T EWEC in the amount of \$12,000.00, upon review and recommendation by the Construction Committee.

Change Order No. 08 under the Construction Agreement by and between the District and Pase Contracting, Inc. - Colorado for Main Street Phase I: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 08 under the Construction Agreement by and between the District and Pase Contracting, Inc. - Colorado for Main Street Phase 1 in the amount of \$51,304.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Parkway Reserve to Powhaton to EWEC: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 02 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Parkway Reserve to Powhaton to EWEC in the amount of \$16,070.00, upon review and recommendation by the Construction Committee.

Change Order No. 03 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Parkway, Powhatan to Monaghan EWEC: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 03 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Parkway, Powhatan to Monaghan EWEC in the amount of \$16,070.00, upon review and recommendation by the Construction Committee.

Change Order No. 08 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Place and 38th Avenue EWEC: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 08 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Place and 38th Avenue EWEC in the amount of \$28,840.00, upon review and recommendation by the Construction Committee.

Change Order No. 13 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42nd Avenue Phase 1, Aura Boulevard Phase 1 and Phase 2, EWEC and Demolition: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 13 under the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42nd Avenue Phase 1, Aura Boulevard Phase 1 and Phase 2, EWEC and Demolition in the amount of \$29,076.69, upon review and recommendation by the Construction Committee.

Change Order No. 07 to the Construction Agreement by and between the District and Wagner Construction, Inc. - Colorado for Sanitary Sewer Filing 1: Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved Change Order No. 07 to the Construction Agreement by and between the District and Wagner Construction, Inc. - Colorado for Sanitary Sewer Filing 1 in the amount of \$21,600.00, upon review and recommendation by the Construction Committee.

Builder's Risk Insurance through the Colorado Special District Property and Liability Pool: The Board determined to defer this matter.

Sales and Use Tax Procedures: Mr. Johnson and Ms. Sedgeley reviewed the sales and use tax procedures with the Board.

AEROTROPOLIS
REGIONAL
TRANSPORTATION
AUTHORITY
CAPITAL
PROJECTS

There were no ARTA capital projects for discussion at this time.

ARTA MATTERS

There were no ARTA matters for discussion at this time.

EXECUTIVE
SESSION

The Board determined that an Executive Session was not necessary.

OTHER BUSINESS

There was no other business for discussion at this time.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Sheldon, seconded by Director Ferreira and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
 Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
HELD
JULY 21, 2020**

A special meeting of the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District, County of Adams (referred to hereafter as the “Board”) was convened on Tuesday, July 21, 2020, at 8:06 a.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

Directors In Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cynthia (“Cindy”) Shearon

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Drew Rippey, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.
Todd Johnson; Terra Forma Solutions, Inc.
Debra Sedgeley, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Rita Connerly; Fairfield & Woods P.C.
Matthew Ruhland, Esq.; Collins Cockrel & Cole P.C.
Tanya Barton; Kutak Rock LLP

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

Public Comment: Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don't wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if not speaking.

Agenda: The Board considered the proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried, the Agenda was approved, as presented.

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting, it was determined to conduct this meet at the above-stated location, with Director Shearon attending in person. Due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the remaining Board members and consultants attended via videoconference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within its boundaries have been received.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Task Order No. 20 under the Master Service Agreement ("MSA") for Planning and Architectural Services by and between the District and Norris Design, Inc. for Park 03 Site Plan, in the amount of \$160,000.
- Ratify approval of Task Order No. 23 under the MSA for Planning and Landscape Architecture Services by and between the District and Norris Design, Inc. for Infrastructure Site Plan 04, in the amount of \$115,000.
- Discuss status of Lender funding requests and consider approval of payment of claims for operating costs represented by check nos. 1705 – 1707, in the amount of \$79,520.65.
- Discuss status of Lender funding request and consider approval of payment of claims for spine administrative costs represented by check nos. 1706 – 1707, in the amount of \$31,402.11.

- Discuss status of Lender funding request and consider approval of payment of claims for in-tract and cost-sharing administrative costs represented by check no. 1707, in the amount of \$3,720.00.20.

Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote, unanimously carried, the Board approved the above actions, with the exception of Task Order No. 20 and Task Order No. 23 under the MSA for Planning and Landscape Architecture Services with Norris Design, Inc., which items were deferred.

LEGAL MATTERS **Assignment of Responsibilities under Restated Agreement for Reimbursement of Costs (Picadilly Road Cost Reimbursement) by and among Aerotropolis Area Coordinating Metropolitan District (the “District”), The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and Green Valley Aurora Metropolitan District No. 1:** Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Assignment of Responsibilities under Restated Agreement for Reimbursement of Costs (Picadilly Road Cost Reimbursement) by and among the District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and Green Valley Aurora Metropolitan District No. 1.

FINANCIAL MATTERS **Engineer’s Report and Verification of Cost Report(s) Associated with Public Improvements, (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.45:** The Board determined to defer this matter to the July 29, 2020 Special Board Meeting.

CAPITAL PROJECTS **Draw Request No. 25:** Ms. Sedgeley reviewed Draw No. 25 with the Board. Discussion ensued regarding the billing and reconciliation process. Attorney McGeady suggested staff review its billing and reconciliation process and document same. The Board determined to defer this matter to the July 29, 2020 Special Board Meeting.

ARTA MATTERS There were no ARTA matters for discussion at this time.

OTHER BUSINESS There was no other business for discussion at this time.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Ferreira, seconded by Director Sheldon and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS AREA COORDINATING METROPOLITAN
DISTRICT
HELD
JULY 29, 2020**

A special meeting of the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District, County of Adams (referred to hereafter as the “Board”) was convened on Wednesday, July 29, 2020, at 3:07 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

Directors In Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cynthia (“Cindy”) Shearon

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., and Jon Hoistad, Esq.;
McGeady Becher P.C.
Todd Johnson; Terra Forma Solutions, Inc.
Debra Sedgely, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Rita Connerly; Fairfield & Woods P.C.
Saranne Maxwell and Tanya Barton; Kutak Rock LLP

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

Public Comment: Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don't wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if not speaking.

Agenda: The Board considered the proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Agenda was approved, as amended.

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with Director Shearon attending in person. Due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the remaining Board members and consultants attended via videoconference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within its boundaries have been received.

Eligible Governmental Entity Agreement with Statewide Internet Portal Authority of Colorado ("EGE"): Attorney McGeady discussed rescinding the approval of the EGE. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board rescinded approval of the EGE.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Task Order No. 20 under the Master Service Agreement ("MSA") for Planning and Architectural Services by and between the District and Norris Design, Inc. for Park 03 Site Plan, in the amount of \$160,000.
- Ratify approval of Task Order No. 23 under the MSA for Planning and Landscape Architecture Services by and between the District and Norris Design, Inc. for Infrastructure Site Plan 04, in the amount of \$115,000.

- Discuss and consider approval of an Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway (“IGA”) by and between the Aerotropolis Regional Transportation Authority (“ARTA”) and Aerotropolis Area Coordinating Metropolitan District (“District”).

Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote, unanimously carried, the Board determined to defer Task Order No. 20 and Task Order No. 23 under the MSA for Planning and Landscape Architecture Services with Norris Design, Inc. to the next agenda and approve the IGA by and between ARTA and the District.

LEGAL MATTERS None.

FINANCIAL MATTERS

The Aurora Highlands Community Authority Board (“CAB”) and District Engineer’s Report and Verification of Costs Associated with Public Improvements, (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.46: Attorney McGeady and Ms. Sedgely reviewed Draw No. 25 with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote, unanimously carried by roll call, the Board approved the Engineer’s Report and Verification of Costs Report Associated with the Public Improvements (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.46.

CAPITAL PROJECTS

Draw Request No. 25: Mr. Johnson presented the Board with Draw Request No. 25.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Draw Request No. 25, in the amount of \$3,461,285.68 represented by check nos. 1674 through 1704, as shown below:

Developer	\$ -
AACMD (spine) Bond A	\$3,348,257.51 (1)
AACMD (in-tract) Bond B	\$ 12,461.18 (2)
ARTA	\$ 49,269.22 (3)
ATEC (spine)	<u>\$ 51,297.77 (2)</u>
Total:	<u>\$3,461,285.68</u>

Attorney McGeady advised the Board that a waiver will be requested for Draw No. 2 on 2020A Bonds due to the project cost job coding not being complete. The Board acknowledged this requirement.

Project Cost Job Coding: Mr. Johnson reported on the status of project cost job coding with the Board.

ARTA MATTERS

There were no ARTA matters for discussion at this time.

OTHER BUSINESS

Executive Session: The Board notified those present that it would need to convene in Executive Session for the purpose of receiving legal advice on specific legal questions regarding contract negotiations.

Pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., and upon a motion made by Director Hopper, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board, District Counsel and District Management convened in Executive Session at 3:21 p.m. for the purposes of receiving legal advice on specific legal questions regarding contract negotiations. The Board did not engage in substantial discussion of any matter not enumerated in Section 24-6-402(4), C.R.S. The Board did not adopt any proposed policy, position, resolution, rule, regulation or formal action. At no time during the executive session did Denise Denslow or Anna Jones participate in or influence the Board's deliberations.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the Executive Session that, in the opinion of the Board's attorneys, constitute privileged attorney-client communication pursuant to Section 24-6-402(4), C.R.S.

The executive session meeting was adjourned at 3:57 upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Ferreira, seconded by Director Sheldon and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Attorney Statement

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Aerotropolis Area Coordinating Metropolitan District, I attended the executive session meeting of Aerotropolis Area Coordinating Metropolitan District convened at 3:21 p.m., on July 29, 2020, for the purposes of receiving legal advice on specific legal questions regarding contract negotiations, as authorized by Sections 24-6-402(4)(b) and (e) C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

MaryAnn McGeady, Attorney for the District
July 29, 2020

INTERGOVERNMENTAL AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF THE AURORA HIGHLANDS PARKWAY

THIS INTERGOVERNMENTAL AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF THE AURORA HIGHLANDS PARKWAY (this “**Agreement**”) is made and entered into the 12th day of August, 2020 (the “**Effective Date**”), by and between **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**, a political subdivision and quasi-municipal corporation of the State of Colorado (“**AACMD**”), and **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado formed pursuant to Section 43-4-601, *et seq.*, C.R.S. (“**ARTA**”). ARTA and AACMD may be referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

B. ARTA was organized pursuant to the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018 (the “**Establishing Agreement**”) for the general purposes of constructing, or causing to be constructed, a Regional Transportation System, as more particularly described in the Establishing Agreement and Exhibit A thereto (the “**Regional Transportation System**,” as used herein, the term “**Regional Transportation System Improvements**” shall mean any one or more individual components of the Regional Transportation System), consistent with the detailed phasing plan and budget attached to the Establishing Agreement as Exhibit D (as the same may be amended, the “**Capital Plan**”).

C. AACMD was originally organized on December 7, 2004, and its general purpose is to plan for, design, acquire, construct, install, relocate, redevelop, and finance certain public improvements as described in AACMD’s First Amended and Restated Service Plan approved by the City of Aurora on October 16, 2017, and to generally coordinate and support the provision of public improvements and services necessary for the development of The Aurora Highlands, a development located entirely within the boundaries of ARTA.

D. The Parties recognize that because AACMD is currently in the process of coordinating and supporting the provision of various public improvements within the boundaries of ARTA in furtherance of AACMD’s purposes, including but not limited to street and transportation improvements (the “**AACMD Improvements**”), which AACMD Improvements are to a degree generally related to and connected with the Regional Transportation System Improvements, it is in their mutual best interests to cooperate and collaborate where possible in the planning, design, construction and completion of certain AACMD Improvements and the Regional Transportation System Improvements to take advantage of practical efficiencies and potential cost savings as well as other benefits to both Parties and their respective residents,

constituents, and taxpayers.

E. The Parties previously entered into that certain Intergovernmental Agreement Regarding Project Management of the Design and Construction of the Aerotropolis Regional Transportation Authority Regional Transportation System dated May 22, 2019 (the “**Project Management Agreement**”), regarding the provision of project management services by AACMD related to the design, construction, and operation and maintenance of the Regional Transportation System Improvements (any capitalized terms used but not defined herein shall have the meanings set forth in the Project Management Agreement).

F. ARTA and AACMD have entered into that certain Master Service Agreement for Engineering Services with Schedio Group, LLC (the “**Independent Engineer**”) pursuant to which the Independent Engineer will, among other services, review and report to ARTA and AACMD regarding the costs funded by AACMD for the Regional Transportation System Improvements under the Project Management Agreement (the “**Verified Costs**”).

G. The Capital Plan includes the Regional Transportation System Improvement known and referred to as “The Aurora Highlands Parkway,” or the “TAH Parkway” (as used herein, the “**TAH Parkway**”), and the Capital Plan identifies the TAH Parkway as three separate segments with separately identified cost estimates and phasing as follows: Item F, E470 to Main Street (“**Segment 1**”); Item G, Main Street to Aura Blvd (“**Segment 2**”); and Item H, Aura Blvd to Powhatan (“**Segment 3**”).

H. As progress has been made on the Regional Transportation System consistent with the provisions of the Project Management Agreement, the Parties have determined that certain components of Segment 3 (the “**Segment 3 Improvements**”) must be completed prior to or simultaneous with certain other components of Segment 1 and Segment 2 in order to allow for the timely completion of the TAH Parkway, including Segment 1, Segment 2 and Segment 3 (collectively, the “**TAH Parkway Improvements**”).

I. ARTA issued special revenue bonds in 2019 (the “**2019 ARTA Bonds**”) to finance certain components of the design and construction of the Regional Transportation System consistent with the phasing set forth in the Capital Plan, including the total estimated amount of \$6,614,784 to fund Segment 1 and Segment 2 (the “**Available TAH Parkway Funds**”), but ARTA did not anticipate the need to fund any portion of Segment 3 at that time and thus did not include in the 2019 ARTA Bonds sufficient funds to fund all of the TAH Parkway Improvements.

J. ARTA does not currently have adequate funds to fund the planning, design or construction of the all of the TAH Parkway Improvements; however, consistent with the phasing set forth in the Capital Plan, ARTA intends to pursue the issuance of additional bonds or other obligations in the future to finance the design and construction of the next phase of Regional Transportation System Improvements, which next phase is expected to include the completion of all of the TAH Parkway Improvement (“**Future ARTA Bonds**”).

K. AACMD has adequate funds available and is willing to fund the planning, design and construction of the TAH Parkway Improvements as necessary beyond the Available TAH Parkway Funds on the condition that such funds are reimbursed to AACMD by ARTA pursuant to the terms and conditions of this Agreement.

L. The Parties have determined it to be in their mutual best interests and the interests of their respective constituents and taxpayers to provide for the completion of the TAH Parkway Improvements as set forth herein in order to facilitate the timely completion of Segment 1, Segment 2 and Segment 3 specifically, and the Regional Transportation System and the AACMD Improvements generally.

M. ARTA and AACMD desire to enter into this Agreement to set forth their understanding regarding AACMD's funding of the planning, design and construction of the TAH Parkway Improvements and the terms for reimbursement of AACMD by ARTA for the same, together with such other matters as are hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARTA and AACMD agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Agreement as if fully set forth herein.

2. Funding and Completion of the TAH Improvements. AACMD agrees it will advance on ARTA's behalf any and all funds reasonably necessary to plan, design and construct the TAH Parkway Improvements beyond the Available TAH Parkway Funds (the "**TAH Parkway Advances**"), which Available TAH Parkway Funds the Parties agree is \$6,614,784, and AACMD will plan, design and construct the TAH Improvements, including the Segment 3 Improvements, consistent with the provisions of the Project Management Agreement; provided, the Parties agree the TAH Parkway Advances and the TAH Parkway Costs (defined below) shall not include any discretionary costs to enhance the TAH Parkway Improvements beyond what is required by the applicable governing and/or accepting jurisdiction(s) to complete the TAH Parkway Improvements, including but not limited to enhanced landscaping, cosmetic structural enhancements, and enhanced pedestrian access. The Parties further agree that in planning, designing and completing the Segment 3 Improvements, for the limited purpose of facilitating the timely completion of Segment 1 and Segment 2 to the extent reasonably necessary, the Parties shall consider all components of Segment 1, Segment 2 and Segment 3 to be one Regional Transportation System Improvement and part of the Phase I Improvements as identified and defined in the Project Management Agreement; provided, AACMD shall not plan, design, construct or advance funds related to any components of Segment 3 that are not reasonably necessary to facilitate the timely completion of Segment 1 and/or Segment 2, it being the intent of the Parties that any such components of Segment 3 not necessary for facilitating the timely completion of Segment 1 and Segment 2 will be funded and completed at a later date consistent with the Establishing Agreement and the Project Management Agreement.

3. Records; Progress Reports. During the term of this Agreement, AACMD shall keep or cause to be kept accurate and current books and accounts in which are recorded all costs incurred by AACMD for the planning, design and completion of the TAH Parkway Improvements (“**TAH Parkway Costs**”). All TAH Parkway Costs shall be included in the Work Costs reported by AACMD pursuant to the Project Management Agreement, submitted to the Independent Engineer for verification as Verified Costs, and included in Draw Requests consistent with the provisions of the Project Management Agreement up to the full amount of the Available TAH Parkway Funds. Once the full amount of the Available TAH Parkway Funds has been identified as Verified Costs and included in Draw Requests, AACMD shall begin to fund the TAH Parkway Improvements with TAH Parkway Advances, and any and all TAH Parkway Advances shall be recorded and kept separately from all other Verified Costs and shall not be included in any Draw Request submitted by AACMD pursuant to the Project Management Agreement until such time as ARTA has adequate funds to reimburse AACMD for the TAH Parkway Advances as further set forth herein. All AACMD books and records related to the Segment 3 Improvements and the TAH Parkway Advances shall be made available to ARTA at any time for review (upon reasonable prior written notice). AACMD shall include regular updates regarding the Segment 3 Improvements, TAH Parkway Improvements, TAH Parkway Costs, and TAH Parkway Advances in its regular Progress Reports provided pursuant to the Project Management Agreement.

4. Allocation of Total TAH Parkway Costs. In order to most efficiently and effectively account for, record and allocate the costs to complete the TAH Parkway (inclusive of Segment 1, Segment 2 and Segment 3) between the Parties, and to maintain consistency with the estimated and allocated costs as set forth in the Capital Plan, the Parties agree that all costs actually incurred to complete the planning, design and construction of the TAH Parkway Improvements, as well as any project savings related thereto, shall be allocated between the Parties as follows (the “TAH Parkway Allocation”):

AACMD: 58%;

ARTA: 42%.

All books, records, accounting and Draw Requests, including but not limited to any reimbursements for TAH Parkway Costs as set forth below, shall incorporate and be consistent with the TAH Parkway Allocation.

5. Reimbursement of AACMD.

5.1 AACMD understands and agrees that ARTA does not currently have sufficient appropriated funds to fund all of the TAH Parkway Improvements or to reimburse AACMD for costs associated with the TAH Parkway Advances expected to be advanced by AACMD hereunder. Subject to the availability of adequate funds and appropriation by the Board of Directors of ARTA, ARTA agrees to make payment to AACMD for all TAH Parkway Advances incurred by AACMD and verified as Verified Costs pursuant to the Project Management Agreement. The Parties further understand and agree that ARTA intends to issue the Future ARTA Bonds, in part in order to reimburse AACMD for the TAH Parkway Advances,

and ARTA does not intend to issue the Future ARTA Bonds unless such issuance provides revenues sufficient to reimburse AACMD for the TAH Parkway Advances.

5.2 It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse AACMD hereunder, but that this Agreement shall not constitute a debt or indebtedness of ARTA within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by ARTA. ARTA may make payment on the amounts due hereunder out of any available revenues. Nothing herein shall be deemed or construed to create a “contract” or “other obligation” within the meaning of Section 5.02 of the Establishing Agreement.

5.3 The amounts due hereunder shall not accrue interest and are payable at any time without prepayment penalty.

5.4 By acceptance of this Agreement, AACMD agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder.

5.5 Upon the availability and appropriation by the Board of Directors of ARTA of funds adequate to reimburse the TAH Parkway Advances incurred by AACMD and verified as Verified Costs pursuant to the Project Management Agreement, ARTA shall provide written notice of such availability and appropriation to AACMD. AACMD shall thereafter include such TAH Parkway Advances in a Draw Request pursuant to the Project Management Agreement for reimbursement by ARTA.

6. Project Implementation. AACMD shall coordinate, administer and oversee the Segment 3 Improvements consistent and in compliance with the provisions of the Project Management Agreement as though the Segment 3 Improvements are a component of the Phase I Improvements as set forth in the Project Management Agreement.

7. Dispute Resolution. In the event either of the Parties reasonably objects in whole or in part to the other Party’s performance of its duties pursuant to this Agreement or to any other matter related to the provisions of this Agreement, expressly excluding any material breach or default, the Parties agree they shall use commercially reasonable efforts to meet and confer in good faith to resolve such reasonable objection as soon as practicable, including but not limited by engaging in third party mediation or engaging in some other form of mutually agreed upon alternative dispute resolution. If, despite their commercially reasonable and good faith efforts, the Parties are unable to resolve any such reasonable objection within thirty-five (35) days after the date that such reasonable objection has been received, the Parties may seek any remedies available pursuant to this Agreement.

8. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement and it will cooperate with the other in achieving the purposes of this Agreement.

9. Default/Remedies. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity after the provision of thirty-five (35) days prior written notice of the alleged breach or default to the other Party. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

10. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("**Notice Address**"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

If to ARTA:

Aerotropolis Regional Transportation Authority
c/o CliftonLarsonAllen LLP
Attention: Bob Blodgett
8390 E. Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Phone: (303) 779-4525
Fax: (303) 773-2050
Email: Bob.Blodgett@claconnect.com

With copies to:

Spencer Fane LLP
Attention: Tom George
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Phone: (303) 839-3800
Fax: (303) 839-3838
Email: tgeorge@spencerfane.com

If to AACMD: Aerotropolis Area Coordinating Metropolitan District
 c/o CliftonLarsonAllen LLP
 Attention: Anna Jones
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Phone: (303) 779-4525
 Fax: (303) 773-2050
 Email: anna.jones@claconnect.com

With copies to: McGeedy Becher P.C.
 Attention: MaryAnn M. McGeedy and Elisabeth Cortese
 450 E. 17th Avenue, Suite 400
 Denver, Colorado 80203
 Phone: (303) 592-4380
 Fax: (303) 592-4385
 Email: mmcgeady@specialdistrictlaw.com
 ecortese@specialdistrictlaw.com

11. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

12. Termination of this Agreement. This Agreement shall terminate in its entirety upon the reimbursement to AACMD by ARTA of all amounts owed hereunder.

13. Amendment; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. No amendment, change or addition is to be made to this Agreement except by written amendment executed by ARTA and AACMD. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one (1) Party than another merely by virtue of the fact that it may have been initially drafted by one (1) of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Governing Law; Venue. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the

District Court for the County of Adams, State of Colorado.

15. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

16. Assignment; Binding Effect. Except as expressly permitted under this Agreement, none of the Parties hereto may assign any of their rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in each Party's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

17. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

18. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

19. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

20. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded AACMD or ARTA pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

21. No Partnership or Joint Venture; Contractors and Agents. The Parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

22. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than AACMD and ARTA any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and

any and all provisions in this Agreement by and on behalf of AACMD and ARTA shall be for the sole and exclusive benefit of AACMD and ARTA. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

23. No Personal Liability. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway as of the Effective Date first set forth above.

**AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY,**
a political subdivision and body corporate of the
State of Colorado formed pursuant to C.R.S.
Section 43-4-601

By: _____
Name: Dave Gruber
Title: Vice-Chairperson

**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT,** a political subdivision and quasi-
municipal corporation of the State of Colorado

By: _____
Name: Matthew Hopper
Title: President

July 22, 2020

Aerotropolis Area Coordinating Metropolitan District
 The Aurora Highlands Metropolitan District Nos. 1-3
 Green Valley Aurora Metropolitan District No. 1
 Green Valley Ranch East Metropolitan District Nos. 6-8
 First Creek Ranch Metropolitan District
 Second Creek Ranch Metropolitan District
 Central Adams County Water and Sanitation District
 Town Center Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 600
 Greenwood Village, Colorado 80111-2811
 Attention: Kevin Collins and Debra Sedgeley

**Re: Waiver and Release by Green Valley Aurora, LLC and Aurora Highlands, LLC
 ("Releasers")**

To whom it may concern:

By delivery of this notice and effective as of the date hereof, Releasers hereby fully release, waive, and forever discharge any and all rights to further payment or reimbursements, including interest accruals, to which they may be entitled from the above named Districts ("Districts") for advances made by Releasers on or before April 1, 2007.

Each Releaser represents and warrants that it has the full power and legal authority to enter into this Waiver and Release, and:

- a. Execution and delivery of this Waiver is not a default under any other agreement or contract to which the Releaser is a party or by which the Releaser is or may be bound; and
- b. Releaser has taken or performed all requisite acts or actions which may be required by its respective organizational or operational documents to confirm its respective authority to execute, deliver and perform each of its obligations under this Waiver.
- c. Releaser has not sold, contracted to sell, pledged, mortgaged, encumbered, assigned or otherwise disposed of, created or obligated to be created, any lien, security interest, or encumbrance upon or the right to reimbursement or exchange of value related thereto.

GREEN VALLEY AURORA LLC,
a Colorado limited liability company

By: Robert M. Evans
Name: Robert M. Evans
Its: Senior Vice President

AURORA HIGHLANDS, LLC,
a Nevada limited liability company

By: CGF Management, Inc.,
a Nevada corporation, its manager

By: _____
Carlo G. Ferreira, President

Sincerely,

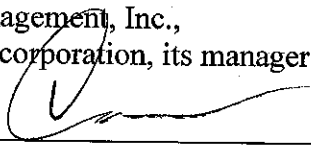
GREEN VALLEY AURORA LLC,
a Colorado limited liability company

By: _____

Name: Robert M. Evans
Its: Senior Vice President

AURORA HIGHLANDS, LLC,
a Nevada limited liability company

By: CGF Management, Inc.,
a Nevada corporation, its manager

By:  _____
Carlo G. Ferreira, President

July 22, 2020

Aerotropolis Area Coordinating Metropolitan District
 The Aurora Highlands Metropolitan District Nos. 1-3
 Green Valley Aurora Metropolitan District No. 1
 Green Valley Ranch East Metropolitan District Nos. 6-8
 First Creek Ranch Metropolitan District
 Second Creek Ranch Metropolitan District
 Central Adams County Water and Sanitation District
 Town Center Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 600
 Greenwood Village, Colorado 80111-2811
 Attention: Kevin Collins and Debra Sedgeley

Re: Waiver and Release by Clayton Properties Group II, Inc, for itself and as successor in interest to C & H Ranch Company, LLC, HC Development & Management Services, Inc., Oakwood Homes, LLC, and the Oakwood Entities ("Releasor")

To whom it may concern:

By delivery of this notice and effective as of the date hereof, Releasor hereby fully releases, waives, and forever discharges any and all rights to further payment or reimbursements, including interest accruals, to which it may be entitled from AACMD for advances made through October, 2012, and from the other above named Districts for advances made on or before April 1, 2007.

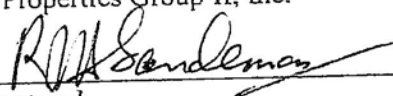
Releasor represents and warrant that it has the full power and legal authority to enter into this Waiver and Release, and:

- a. Execution and delivery of this Waiver is not a default under any other agreement or contract to which the Releasor is a party or by which the Releasor is or may be bound; and
- b. Releasor has taken or performed all requisite acts or actions which may be required by its respective organizational or operational documents to confirm its respective authority to execute, deliver and perform each of its obligations under this Waiver.
- c. Releasor has not sold, contracted to sell, pledged, mortgaged, encumbered, assigned or otherwise disposed of, created or obligated to be created, any lien, security interest, or encumbrance upon or the right to reimbursement or exchange of value related thereto.

Sincerely,

Sincerely,

Clayton Properties Group II, Inc.

By: 
[Signature]

Name: Robert J. Sanderman
[Printed Name of Signor]
Assistant Secretary

Title: _____
[Title of Signor]

ATTORNEY ENGAGEMENT AGREEMENT

THIS ATTORNEY ENGAGEMENT AGREEMENT is a contract for legal services effective upon execution between **MURRAY DAHL BEERY & RENAUD LLP** ("MDBR") and **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT** (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Legal Services. MDBR agrees to provide the following legal services:

- Assist and advise Client regarding an employment matter; and
- Other duties as assigned.

MDBR will exercise its best efforts on behalf of the Client and furnish the said services faithfully, with due diligence, and in accordance with the Colorado Rules of Professional Conduct. MDBR is acting as an independent contractor therefore the Client will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. Staffing. Joseph Rivera is the designated Attorney for this engagement.

3. Fees and Expenses. The Client will compensate MDBR for professional legal services at the hourly rate of \$225.00. Paralegal services from within the firm will be billed at \$95.00 per hour. Expenses such as photo copying will be charged at the rates set forth on the attached **Schedule of Costs**. Current rates may be changed upon the express approval of both parties, in advance. MDBR will issue a detailed, itemized invoice each month, and the Client will pay each invoice within 30 days after receipt.

4. Termination. This Agreement may be terminated by either party upon notice in writing to the other. If MDBR terminates this Agreement it will do so in such a manner as not to jeopardize the interests of the Client's matters then pending and will give the Client reasonable opportunity to secure other legal counsel.

5. File Retention and Destruction. MDBR will retain files received from and developed in handling the Client's matter for seven (7) years following the conclusion of the matter. MDBR will then give the Client the opportunity to receive the files, and if declined, MDBR will dispose of them in a proper manner.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

MURRAY DAHL BEERY & RENAUD LLP

By: 
Gerald Dahl, Partner

Date: 4/5/2020

CLIENT:

**AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

By: _____
Matthew Hopper, President

Date: _____

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.

MURRAY DAHL BEERY & RENAUD LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Murray Dahl Beery & Renaud LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

Aerotropolis Area Coordinating Metro District

47

Check List

All Bank Accounts

July 14, 2020 - August 14, 2020

Check Number	Check Date	Payee	Amount
Vendor Checks			
1708	07/22/20	E-470 Public Highway Authority	157,386.96 A
1709	07/30/20	Special District Association	753.96 B
ACH	08/03/20	CITY OF AURORA	206.00 C
ACH	08/11/20	CITY OF AURORA	1,030.00 C
ACH	07/27/20	Xcel Energy	6,483.88 D
ACH	07/20/20	CliftonLarsonAllen LLP	488.78 B
Vendor Check Total			<u>166,349.58</u>
Check List Total			<u><u>166,349.58</u></u>

Check count = 6

- A** Submitted with ARTA July draw
- B** Operations and maintenance costs
- C** To be submitted with September draw
- D** Submitted on August draw

E-470 Public Highway Authority

22470 E. Stephen D. Hogan Pkwy, Suite 100
 Aurora, CO 80018
 (303) 537-3470 Fax (303) 537-3472
 e-mail address: finance@e-470.com

INVOICE**Bill To:**

Aerotropolis Regional Transportation Authority
 Attn: Bob Blodgett
 8390 E. Crescent Parkway, Ste 300
 Greenwood Village CO 80111

Invoice Number: 3904

Invoice Date: 5/21/2020

Customer ID
 ARTA

Customer P.O.

Payment Terms

Amount

Description

38th Ave Equipment/Sub Labor

\$157,386.96

Date Recd: _____

Accountant: _____

Acctg Mgr: _____

District Mgr: _____

A/P Staff: _____

GL Post Date: 6/30/20

Invoice Date: _____

☐ Refer to Previous CodingCoding & Other Instructions: 301250

Subtotal

\$157,386.96

Total Amount Due

\$157,386.96



ARTA / Aurora Highlands Project

Billing Period from 8/24/19 TO 4/30/20

<u>Equipment / Subcontractor Support</u>	<u>Invoice Number</u>	
HNTB	Inv 2-75620-DS-100	346.32 A
HNTB	Inv 3-75620-DS-100	230.88 A
HNTB	Inv 7-75620-DS-100	115.00 A
National Electrical Construction	Inv 2020-03-G	2,223.00 A
National Electrical Construction	Inv 2020-03-H	3,500.00 A
Kendo	Inv 32246	200.00 A
National Electrical Construction	Inv 2020-03-J	3,500.00 A
HNTB	Inv 9-75620-DS-100	461.76 A
Neology	Inv 18349	146,810.00 A
Monthly Invoiced Total Due		<u>\$ 157,386.96</u>

A See attached invoices for subcontractor & equipment labor.

Lane Equipment Installation and Toll Collection System Development for External Agencies
Internal Labor Timesheet

Employee Name: Jennifer Larson HNTB 2-75620-DS-100

Task Type	Install Facility, IT FRD or Other Project Desc	Period End 8/30/19		Period End 9/6/19		Period End 9/13/19		Period End 9/20/19		Period End 9/27/19		Total Hours by Task	Total Billing
		# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description		
Other_Reimbursable_Projects	Aurora Highlands Project (RP 8.3)	0.50	Review project scope and timeline			1.00	Reviewed plans, timelines, understanding of the project					1.50	346.32
Total Hours by Day		\$ 0.50		0		1		0		0		1.50	346.32

Lane Equipment Installation and Toll Collection System Development for External Agencies
Internal Labor Timesheet

Employee Name: Jennifer Larson HNTB 3-75620-DS-100

Task Type	Install Facility, IT FRD or Other Project Description	Period End 10/4/19		Period End 10/11/19		Period End 10/18/19		Period End 10/25		Total Hours by Task	Total Billing
		# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description		
Other_Reimbursable_Projects	Aurora Highlands Project (RP 8.3)	1.00	9/30/19 - Met with Finance on Plaza B upgrade and go live plan							1.00	230.88
Total Hours by Day		\$ 1.00		0		0		0		1.00	230.88

Lane Equipment Installation and Toll Collection System Development for External Agencies
Internal Labor Timesheet

Employee Name: Jennifer Larson (HNTB) Timcard 7-75620-DS-100

Task Type	Install Facility, IT FRD or Other Project Description	Rate	# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description	Total Hours by Task	Total Billing
Other_Reimbursable_Projects	Aurora Highlands Project (RP 8.3)	\$ 230.00	-				0.50	2/10 - Update meeting					0.50	115.00
Total Hours by Day		\$ 230.00	\$ -		0		0.5		0		0		0.50	115.00

NATIONAL ELECTRICAL CONSTRUCTION INC.

INVOICE

1589 Stagecoach cir
Elizabeth CO, 80107
303-419-1323
kchristynec@q.com

Invoice No. 2020-03-G
Invoice Date: April 9, 2020

Bill To: E-470 Public Highway Authority
Attention: Finance Department
22470 Stephen D. Hogan Parkway, suite #100
Aurora, CO. 80018

Phone: 720-600-8823
E-mail:
Fax:

ATTENTION	Task order 6	PAYMENT TERMS	
Jon Campbell	Contract # EN-18-NEC-1	Net 30 days	

[illegible]

Invoice Subtotal	\$ 2,223.00
Sales Tax	-
Other	

TOTAL	\$	2,223.00
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Make checks payable to:
National Electrical Construction Inc.

Thank you for your business

Rhonda Loyd

From: Jon Campbell
Sent: Tuesday, April 14, 2020 10:56 AM
To: Accounts Payable
Cc: Sherry Brunger
Subject: RE: Payment Template/Ok to Pay - NEC (TO 6, Inv 03-G)
Attachments: PLAZA C CONDUIT WORK.XLSX

Attached completed template. See email snapshot for any questions.

Ok to Pay.

Jon

NATIONAL ELECTRICAL CONSTRUCTION INC.

INVOICE

1589 Stagecoach cir
Elizabeth CO. 80107
303-419-1323
kchristynec@q.com

Invoice No. 2020-03-H
Invoice Date: April 23, 2020

Bill To: E-470 Public Highway Authority
Attention: Finance Department
22470 Stephen D. Hogan Parkway, suite #100
Aurora, CO. 80018

Phone: 720-600-8823
E-mail:
Fax:

ATTENTION	Task order 6	PAYMENT TERMS	
Jon Campbell	Contract # EN-18-NEC-1	Net 30 days	

North Bound E-470 at Plaza C

[illegible]

Invoice Subtotal	\$ 3,500.00
Sales Tax	-
Other	

TOTAL	\$	3,500.00
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Make checks payable to:
National Electrical Construction Inc.

Thank you for your business

Payment Template : Used for invoices related to Contracts or Service Orders with multiple Account Codes

NEC - Task Order 6 - Induction Loop Electrical Services

Invoice Expense Distribution				
Invoice Expense Distribution				
Invoice Number and/or Item	Contract/ Service Order	Amount	Department or Job #	Expense Description/Code
2020-03-H	TO-6	\$3,500.00	Capital RR	RP 8.3 Aurora Highlands Subcontractor Labor 00-20150-00-00
Total Payment Amount		\$3,500.00		

Rhonda Loyd

From: Jon Campbell
Sent: Friday, April 24, 2020 9:22 AM
To: Accounts Payable
Subject: RE: Payment Template/Ok to Pay - NEC (TO 6, Inv 03-H)
Attachments: 2020 Payment Template_NEC TO 6_Induction Loop Elect Svcs.xlsx

Ok to Pay.

Thanks.

Jon

From: Accounts Payable
Sent: Thursday, April 23, 2020 4:13 PM
To: Jon Campbell <jcampbe@e-470.com>
Subject: Payment Template/Ok to Pay - NEC (TO 6, Inv 03-H)

Inv# 2020-03-H \$3,500.00 (TO 6)

Please update and attach your TO 6 payment template and with your approval to pay. *Remember that you need to continue updating the same template with future invoices related to TO 6 as it is tracking the contract NTE and remaining amount. Let me know if you have any questions.

Thanks,
Rhonda Loyd
303-537-3749 office
720-765-1833 mobile

From: Kevin Christy [<mailto:kchristynec@q.com>]
Sent: Thursday, April 23, 2020 3:40 PM
To: Accounts Payable <AccountsPayable@e-470.com>
Cc: Jon Campbell <jcampbe@e-470.com>
Subject: Invoice

Thanks, Kevin

CONFIDENTIALITY NOTICE

This message and any accompanying documents are intended only for the use of the intended addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify the author immediately. Thank you.



Kendo Inc.
 5700 Fairfax Street
 Commerce City, CO 80022
 Phone: 303-288-6711
 Fax: 303-288-0636

REC'D - E470
 APR 24 2020
 FINANCE

Invoice

Sold To: E-470 Public Highway Authority
 2217 E 6 TH Parkway
 #100
 Aurora, CO 80018
 United States

Ship To: E-470 Public Highway Authority
 2217 E 6 TH Parkway
 #100
 Aurora, CO 80018
 United States

Invoice Number: 32246
Invoice Date: 4/20/2020
Customer: E-470 PUBLIC
Order No: 68674

Salesman: Brix, Dalton J
Terms: 0.5 % 10 NET 30 DAYS
Packing List: 32246

Item	Quantity	Description	Revision	Unit Price	Amount
1	1	TPC CABINET SIDE PLATES - 2) 1/8" Aluminum plates 12" x 45" 2) 1/8" Aluminum plates 12" x 20"		\$200.00000 / EA	\$200.00

Sub-total:	\$200.00
Sales Tax:	\$0.00
Shipped Via FOB: Kendo (Will Call):	\$0.00
Invoice Total:	\$200.00
Paid To Date:	\$0.00
Balance Due:	\$200.00

\$1.00 MAY BE DEDUCTED IF PAYMENT IS RECEIVED BY 04/30/2020



Page 1/2
 Requisition No. REQ0031057
 Purchase Order No. PO025752
 Date 4/7/2020

E-470 Public Highway Authority
 22470 E STEPHEN D HOGAN PARKWAY SUITE 100
 AURORA, CO 80018

Vendor: KENDO, INC.
 5700 FAIRFAX ST
 COMMERCE CITY CO 80022

Ship To: E-470 PUBLIC HIGHWAY AUTHORITY
 22470 E STEPHEN D HOGAN PKWY #100
 AURORA CO 80018

^ Changed Since the Previous Revision

Payment Terms							
Net 30							

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
AA Code							
1	TPC NORTH LANE 6	12" x 45" x 1/8" Aluminum Plates	4/7/2020	Each	4.00	\$50.00	\$200.00

Subtotal	\$200.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$200.00

Authorized Signature

Rhonda Loyd

From: Jon Campbell
Sent: Tuesday, May 12, 2020 9:20 AM
To: Accounts Payable
Subject: RE: Ok to Pay/Packing Slip - Kendo

We have received the plates and fitted to cabinet.

Ok to Pay.

Thanks.

Jon

From: Accounts Payable
Sent: Monday, May 11, 2020 10:32 AM
To: Jon Campbell <jcampbe@e-470.com>
Subject: FW: Ok to Pay/Packing Slip - Kendo

Hi Jon,

This invoice is coming due for payment next Wednesday. Can you let me know the status?

Thanks,
 Rhonda Loyd
 303-537-3749 office
 720-765-1833 mobile

From: Accounts Payable
Sent: Friday, April 24, 2020 10:32 AM
To: Jon Campbell <jcampbe@e-470.com>
Subject: Ok to Pay/Packing Slip - Kendo

Inv# 32246 \$200.00

Below is a list of all current POs for this vendor – please indicate which corresponds to this invoice or if a new PO will be created.

PO NUMB...	Vendor Na...	Vendor Item NUM...	Vendor Item DESC	ACTNUMST	ACTDESCR	PO Line Ren
PO025750	KENDO, INC.	V2 LC FRONT PANEL	2.35" x 5" x 14 ga Aluminum Plates	00-20150-00-00	Reimbursable Proje...	\$15
PO025752	KENDO, INC.	TPC NORTH LANE 6	12" x 45" x 1/8" Aluminum Plates	00-20150-00-00	Reimbursable Proje...	\$20
PO025752	KENDO, INC.	TPC NORTH LANE 6	12" x 45" x 1/8" Aluminum Plates	00-20150-00-00	Reimbursable Proje...	\$20

Thanks,
 Rhonda Loyd
 303-537-3749 office
 720-765-1833 mobile

NATIONAL ELECTRICAL CONSTRUCTION INC.

INVOICE

1589 Stagecoach cir
Elizabeth CO. 80107
303-419-1323
kchristynec@gmail.com

Invoice No.	2020-03-J
Invoice Date:	May 5, 2020

Bill To: E-470 Public Highway Authority
Attention: Finance Department
22470 Stephen D. Hogan Parkway, suite #100
Aurora, CO. 80018

Phone: 720-600-8823
E-mail:
Fax:

ATTENTION	Task order 6	PAYMENT TERMS	
Jon Campbell	Contract # EN-18-NEC-1	Net 30 days	

North Bound E-470 at Plaza C

[illegible]

Invoice Subtotal	\$ 3,500.00
Sales Tax	-
Other	

TOTAL	\$	3,500.00
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Make checks payable to:
National Electrical Construction Inc.

Thank you for your business

Payment Template : Used for invoices related to Contracts or Service Orders with multiple Account Codes

NEC - Task Order 6 - Induction Loop Electrical Services

TO 6: Effective 01/01/20 - 12/31/20

NTE Amt \$

75,000.00

Invoice Expense Distribution				
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Invoice Expense Distribution				
Invoice Number and/or Item	Contract/ Service Order	Amount	Department or Job #	Expense Description/Code

2020-03-J	TO-6	\$3,500.00	Capital_RR	RP 8.3 Aurora Highlands Subcontractor Labor 00-20150-00-00
-----------	------	------------	------------	--

Contract signatures are the over-reaching approvals for these expenses. Please copy your manager and/or director when sending this to Finance

Rhonda Loyd

From: Jon Campbell
Sent: Thursday, May 7, 2020 12:57 PM
To: Accounts Payable
Cc: Sherry Brunger
Subject: RE: Payment Template/Ok to Pay - NEC (TO 6, Inv 03-J)
Attachments: 2020 Payment Template_NEC TO 6_Induction Loop Elect Svcs.xlsx

Ok to Pay.

Thanks.

Jon

From: Accounts Payable
Sent: Wednesday, May 6, 2020 4:54 PM
To: Jon Campbell <jcampbe@e-470.com>
Cc: Sherry Brunger <sbrunge@e-470.com>
Subject: Payment Template/Ok to Pay - NEC (TO 6, Inv 03-J)

Inv# 2020-03-J \$3,500.00 (TO 6)

Please update and attach your TO 6 payment template and with your approval to pay. *Remember that you need to continue updating the same template with future invoices related to TO 6 as it is tracking the contract NTE and remaining amount. Let me know if you have any questions.

Thanks,
 Rhonda Loyd
 303-537-3749 office
 720-765-1833 mobile

From: Kevin Christy [mailto:kchristynec@g.com]
Sent: Tuesday, May 5, 2020 3:26 PM
To: Accounts Payable <AccountsPayable@e-470.com>
Cc: Jon Campbell <jcampbe@e-470.com>
Subject: Invoice

Thanks

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Lane Equipment Installation and Toll Collection System Development for External Agencies
Internal Labor Timesheet

Employee Name: Jennifer Larson HNTB 9-75620-DS-100

Task Type	Install Facility, IT FRD or Other Project Desc	Rate	# Hours	Description	# Hours	Description	# Hours	Description	# Hours	Description	Total Hours by Task	Total Billing
Other_Reimbursable_Projects	ARTA (RP #3)	\$ 230.88	-		1.50	4/5 - Configs for new lane, 4/10 Review of lane IDs	-		0.50	4/20-4/24 - Priority confirmation meeting	2.00	461.76
Total Hours by Day		\$ 230.88	\$ -		1.5		0		0.5		2.00	461.76



<http://www.neology-rfid.com>

12760 DANIELSON COURT SUITE A, POWAY, CA 92064

PHONE: 858-391-0260 FAX: 858-391-0264

66

Invoice

Page

1

Invoice No	Invoice date	Terms
18349	5/14/2020	Net 30

Bill To:

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E STEPHEN D HOGAN PKWY
#100
Aurora, CO 80018
US

Ship To:

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E STEPHEN D HOGAN PKWY
#100
AURORA, CO 80018
US

Order #	Order Date	Customer #	PO number	Loc	Ship via	Job No
2787	3/4/2020	11181	025655	SD	Daylight Transport	
Line #	QTY Ordered	UOM	Item #/Description	Qty Shipped Qty Backordered	Unit Price	Extended Total Price
1	2	EA	7503023854 6204 4-pt ISO C B 10374 PS111 T21	2	10,000.0000	20,000.00
Serial # ID6204006209 & ID6204006210						
2	4	EA	7503020006 ANTENNA-021-K, 36 Degree BRACKET	4	1,100.0000	4,400.00
Serial # 100038 thru 100041						
3	2	EA	7503020131 HA-060081-48-7FT ID6204 CABLE	2	335.0000	670.00
4	4	EA	7503023818 P492 750NM 25/25 8GB	4	11,000.0000	44,000.00
Serial # CIL49210201004 - CIL49210201007						
5	2	EA	7503025044 AVC Toll Software Axle and	2	14,350.0000	28,700.00
6	2	EA	7503025587 IDR102.2 Detector w/2-724 DETECTORS	2	24,520.0000	49,040.00
Serial # 20170311571 & 20170311573						

Comments:

Holland Reddaway 301-4342363 9

Sales amount:	146,810.00
Miscellaneous amount:	0.00
Freight:	0.00
Sales tax:	0.00
Subtotal:	146,810.00
Amount Received:	0.00
Total amount due:	146,810.00



Page 1/2
 Requisition No. REQ0030918
 Purchase Order No. P0025655
 Date 3/4/2020

E-470 Public Highway Authority
 22470 E STEPHEN D HOGAN PARKWAY SUITE 100
 AURORA, CO 80018

Vendor: NEOLOGY, INC
 12760 DANIELSON CT, SUITE A
 POWAY CA 92064

Ship To: E-470 PUBLIC HIGHWAY AUTHORITY
 22470 E STEPHEN D HOGAN PKWY #100
 AURORA CO 80018

^ Changed Since the Previous Revision

Payment Terms							
Net 30							

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
AA Code							
1	NEOLOGY QUO AURORA HIG RP 8.1 AURORA HIGH EQUIP	Loops, Reader, Antenna, Camera - Aurora	2/21/2020	Each	1.00	\$146,810.00	\$146,810.00

Subtotal	\$146,810.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$146,810.00

Authorized Signature

Sandra Golatt

From: Johnny Solle
Sent: Wednesday, May 20, 2020 1:31 PM
To: Accounts Payable; Jon Campbell
Cc: Ryan Thornton; Sherry Brunger
Subject: RE: Ok to Pay - Neology

Hi AP.

Original packing slip is on Sandra's desk.

All items have been received and this is OK to pay.

NEOLGY

13500 Evening Creek Drive N.
Suite 400
Bart, Oregon, OR 97126

PACKING LIST

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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QTY	ITEM	PACK NO.
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2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

QTY	ITEM	PACK NO.
2787	ALUMINUM	1

Thanks,



~Johnny Solle
 Lane Systems Administrator
 Johnny@E-470.com
 Office – (303) 537-3755
 Cell – (214) 762-1325

From: Johnny Solle
Sent: Friday, May 15, 2020 2:25 PM
To: Accounts Payable <AccountsPayable@e-470.com>; Jon Campbell <jcampbe@e-470.com>
Cc: Ryan Thornton <rthornt@e-470.com>; Sherry Brunger <sbrunge@e-470.com>
Subject: RE: Ok to Pay - Neology

These have not yet been received.
 I will most certainly provide AP with the packing slip/s as well as an OK to pay once received.

Thanks,



~Johnny Solle
 Lane Systems Administrator
 Johnny@E-470.com
 Office – (303) 537-3755
 Cell – (214) 762-1325

From: Accounts Payable
Sent: Friday, May 15, 2020 2:22 PM
To: Accounts Payable <AccountsPayable@e-470.com>; Johnny Solle <jsolle@e-470.com>; Jon Campbell <jcampbe@e-470.com>
Cc: Ryan Thornton <rthornt@e-470.com>; Sherry Brunger <sbrunge@e-470.com>
Subject: RE: Ok to Pay - Neology

Sorry along with your ok to pay – Could you please provide the packing slips.

Thanks, G.

From: Accounts Payable
Sent: Friday, May 15, 2020 2:20 PM
To: Johnny Solle <jsolle@e-470.com>; Jon Campbell <jcampbe@e-470.com>
Cc: Ryan Thornton <rthornt@e-470.com>; Sherry Brunger <sbrunge@e-470.com>
Subject: Ok to Pay - Neology

Inv 18349 \$146,810.00 – corresponds to PO025655

PO NUMBER	Vendor Name	Vendor Item NUMBER	Vendor Item DESC	ACTNUM
PO025655	NEOLOGY, INC	NEOLOGY QUO AURORA HIGHLANDS	Loops, Reader, Antenna, Camera - Aurora Highlands	00-20150
PO025760	NEOLOGY, INC	PART NO. 78-0302-5449-6	Thornton Pkwy Power Supply	00-20150

Thank you, Sandra

From: Suneetha Vadlamudi [<mailto:svadlamudi@neology.net>]

Sent: Thursday, May 14, 2020 4:12 PM

To: Johnny Solle <jsolle@e-470.com>; Accounts Payable <AccountsPayable@e-470.com>; Jon Campbell <jcampbe@e-470.com>

Subject: Invoice#18349

Good afternoon,

Please find the attached Invoice Referenced above. kindly let me know if you have any questions.
We really appreciate your business Thank you and stay safe.

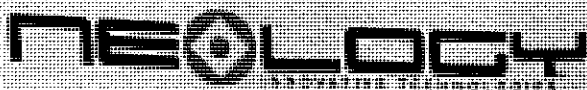
Best Regards,
Suneetha



Suneetha Vadlamudi
Accounts Receivables
Neology Inc.
Tel : 858-391-0260 Ext-1137
svadlamudi@neology.net

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13520 Evening Creek Drive N.
Suite 400
San Diego, CA 92128

PACKING LIST

Order No	Date	Page No
3797	3/4/2020	1

CUSTOMER P/O NUMBER

015451

Billed To
E-470 PUBLIC HIGHWAY AUTHORITY
22470 E STEPHEN D HOGAN PKWY
#100
Aurora, CO 80018
US

Shipped To
E-470 PUBLIC HIGHWAY AUTHORITY
22470 E STEPHEN D HOGAN PKWY
#100
AURORA, CO 80018
US

Customer No Ship Date

11181 5/14/2020

Shipping Instructions

Ship Via Daylight Transport

Qty Ordered

R/O QTY

Item No Description

UOM

Qty Packed

2 JS

0

7503111000
E214 4-PT ISO C/E 10314 ACTIVE
P211 T21

EA Readers 2.00 ✓

2 JS

1

Serial # 101104001075 & 101104001076
7503101000
ANTENNA-221 K, 30' Inches W/8
BRACKET

EA ANTENNAS 4.00 ✓

2 JS

0

Serial # 101104001075 & 101104001076
7503101000
CABLE

EA CABLES 2.00 ✓

2 JS

0

7503111000
R102 2500 2510 2510 W/1000
Serial # 20170311073 & 20170311074

EA CAMERAS 4.00 ✓

2 JS

0

7503111000
ATC 100 Software 2nd ed 201

EA IDEAS 2.00 ✓

2 JS

0

7503111000
101102 2 In 1000 1/2-714 1000
Serial # 20170311073 & 20170311074

EA LANCE 2.00 ✓

COMPARISON

Total Qty Packed

14.00 C4



Special District Association of Colorado
225 E 16th Ave, Ste 1000 Denver, CO 80203

Invoice

BILL TO
The Aurora Highlands Community Authority Board
141 Union Boulevard, Suite 150, Lakewood, CO 80228

DATE	PLEASE	DUE
03/18/2020	PAY	DATE
	\$753.96	Upon Receipt

Activity	Description	QTY	Amount
Membership Dues	District Membership: The Aurora Highlands Community Authority Board	1	\$753.96

Please send check to:
Special District Association of Colorado
225 E 16th Ave, Ste 1000 Denver, CO 80203

TOTAL DUE	\$753.96
	Thank You

15151 E Alameda Pky
Aurora CO 80012
303-739-7335



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PLEASE NOTE: THE CITY IS NOW ALLOWING DEFERRAL OF CIVIL PLAN REVIEW FEES UNTIL THE BEGINNING OF THE SECOND REVIEW OF DOCUMENTS. ALL REVIEW FEES MUST BE PAID BEFORE SECOND REVIEW BEGINS. REVISION & PAVEMENT FEES ARE REQUIRED BEFORE 1st REVIEW.

INVOICE

RSN: 1474306

30-July-2020

INVOICE#: 614834

THE AURORA HIGHLANDS FLG #01
REVISING SHEETS 4 & 6

RYAN LITTLETON
HR GREEN, INC
5619 DTC PARKWAY, STE 1150
GREENWOOD VILLAGE, CO 80111
720-602-4937 ext

<u>Fee Description</u>	<u>Amount</u>
4902145300 Civil Plans Revision	\$206.00
\$103 X 2.00sheets	
TOTAL DUE	\$206.00
PAYMENT RECEIVED	0.00
BALANCE	\$206.00

PLEASE NOTE:

All fees must be paid prior to initiating review.

We cannot accept payment through the mail or at the Engineering Services Counter.

For payment of fees: You have 4 different options when paying development review fees.

1) You can pay at the cashier's office in the Aurora Municipal Center. Please make check payable to 'City of Aurora'.

2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.

15151 E Alameda Pky
Aurora CO 80012
303-739-7335



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RSN: 1475670

06-August-2020

INVOICE#: 615528

INVOICE

Streets

THE AURORA HIGHLANDS FLG #01
REVISING SHEETS 12-13

RYAN LITTLETON
HR GREEN, INC
5619 DTC PARKWAY, STE 1150
GREENWOOD VILLAGE, CO 80111
720-602-4937 ext

This is for revisions to Denial Blvd to add in meandering walk adjacent to Filing 1.

Job Code 230

Fee Description

Amount

4902145300	Civil Plans Revision	\$206.00
------------	----------------------	----------

\$103 X 2.00sheets

TOTAL DUE	\$206.00
PAYMENT RECEIVED	0.00
BALANCE	\$206.00

PLEASE NOTE:

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15151 E Alameda Pky
Aurora CO 80012
303-739-7335



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INVOICE

RSN: 1458957

05-August-2020

INVOICE#: 615349

THE AURORA HIGHLANDS FLG #01
REVISING SHEETS 3-4, 6, 8, 10

Storm Drainage

RYAN LITTLETON
HR GREEN, INC
5619 DTC PARKWAY, STE 1150
GREENWOOD VILLAGE, CO 80111
720-602-4937 ext

**This is for the N-S collector
SWMP revision to remove
a sediment basin**

Job 260

Fee Description

Amount

4902145300	Civil Plans Revision	\$515.00
------------	----------------------	----------

\$103 X 5.00sheets

TOTAL DUE	\$515.00
PAYMENT RECEIVED	0.00
BALANCE	\$515.00

PLEASE NOTE:

All fees must be paid prior to initiating review.

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For payment of fees: You have 4 different options when paying development review fees.

1) You can pay at the cashier's office in the Aurora Municipal Center. Please make check payable to 'City of Aurora'.

2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.

15151 E Alameda Pky
Aurora CO 80012
303-739-7335



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RSN: 1458954

05-August-2020

INVOICE #: 615350

INVOICE

Storm Drainage

THE AURORA HIGHLANDS FLG #01
REVISING SHEETS 3-4, 7

RYAN LITTLETON
HR GREEN, INC
5619 DTC PARKWAY, STE 1150
GREENWOOD VILLAGE, CO 80111
720-602-4937 ext

**This is for 38th Place
SWMP revision to remove
a sediment basin**

Job 232

<u>Fee Description</u>		<u>Amount</u>
4902145300	Civil Plans Revision	\$309.00
\$103 X 3.00sheets		
TOTAL DUE		\$309.00
PAYMENT RECEIVED		0.00
BALANCE		\$309.00

PLEASE NOTE:

All fees must be paid prior to initiating review.

We cannot accept payment through the mail or at the Engineering Services Counter.

For payment of fees: You have 4 different options when paying development review fees.

1) You can pay at the cashier's office in the Aurora Municipal Center. Please make check payable to 'City of Aurora'.

2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.

AURORA HIGHLANDS MONUMENT

INSTALL:
150' Marking Tape
55' #8 Tracer Wire
160' #14 Tracer Wire
220' 1PH #2 AL Cable
1- 10kV Elbow Arrester
1- 50kVA 120/240V Xfmr
1- #2 AL Elbow Terminator
1- #2 AL In/Out Terminator
1- 15A SMU-20 Fuse

1PH, 120/240V, 100A

150' 30"X36" SOLE TRENCH

DEVELOPER TO PROVIDE STORM
WATER PERMIT/MANAGE BMP'S

DEVELOPER RESPONSIBLE FOR
STAKING RUNNING LINE &
EQUIPMENT LOCATION

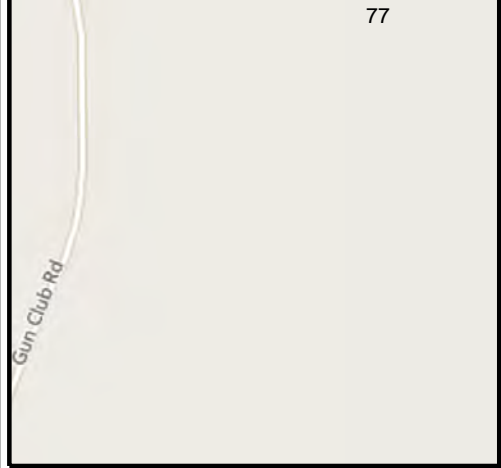
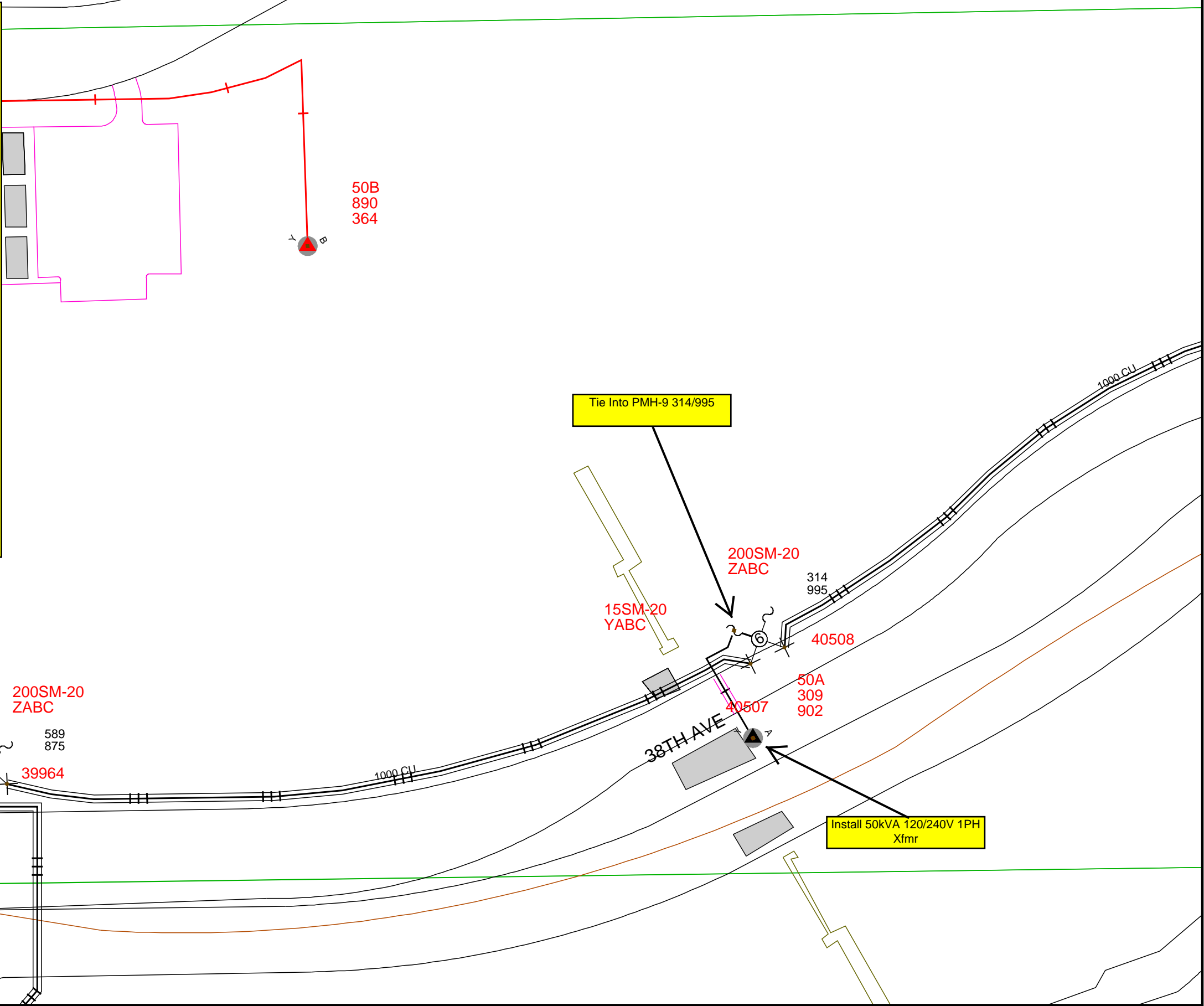
DEVELOPER TO INSTALL 4" PVC
SLEEVE, MIN 36" DEEP WITH
12" MIN CLEARANCE FROM
OTHER FACILITIES

NO TRAFFIC CONTROL NEEDED

NO PERMIT REQUIRED

LOCATES REQUIRED

CUSTOMER CONTACT:
Todd Johnson - 303-257-7653
Aerotropolis Area Coordinating Metro District



NEW UG ELECT FOR MONUMENT

MAIN ST & 38TH AVE, AURORA

CUSTOMER ADVOCATE:
Ken Martinez - 720-545-4951

Work Order Information	
Service Request #	:
Design Number	: 000000951904
Designer/Planner ID	: 205701
Designer/Planner Name	: Koepsel,Ryan
Designer/Planner Ph #	: 316-516-1290
Manager Approval	:

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: Main St & 38th Ave
T: 3S	R: 65W S: 19
Map #	: 2220160 03
Permit	: N/A

Electric	
Feeder: PICA1872	Voltage: 7.6kV
Phase: A	Bkup Dev ID:

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # :

Date: 06/23/2020

Sketch: 1 of 1

Scale: 1" equals 100'



CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO

FOREMAN _____ DATE _____

TEAM LEADER _____

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Account No. XX-0012574812-X
 Job No. 11692492
 Job Address MAIN ST & 38TH AVE
AURORA, CO 80019



Public Service Company of Colorado
 1123 WEST 3RD AVENUE
 Denver, CO 80223

June 23, 2020

Dear Aerotropolis Area Coordinating Metropolitan District,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

- New Electric Distribution

Your portion of the cost of this project is **\$6,483.88**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - ☐ On-Site Distribution Extension Agreement
 - ☐ Frost Agreement
 - ☐ Contingency List
- **Additional enclosures:**
 - ☐ Concurrence Drawings

If you have any questions about the enclosures or about your specific job, please contact **Brian Villars** at **303.264.8556** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
 Brian Villars
 Advocate
 1123 WEST 3RD AVENUE
 Denver, CO 80223
 Primoris Services Corporation
 Brian.S.Villars@xcelenergy.com

307864
 07/08/20
 SB



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment (Not available in TX)

To pay by phone, call our payment processing partner, BillMatrix, at 888.747.1523.
To pay online, visit xcelenergy.com and click on the link to BillMatrix.

Please note the current fees along with payment information:

- *Personal credit card = There is a \$2.90 per transaction charge. Payments accepted for up to \$1,000 in one transaction for personal credit card.*
- *Commercial credit card = There is a \$29.95 per transaction charge. Payments accepted for up to \$75,000 - with the corresponding fees in \$3,000 increments. (i.e. 25 \$3,000 payments @ \$29.95 = \$748.75 fee)*

All credit card types allow a maximum 25 credit/debit card payments in a 30 consecutive day period, per Xcel Energy account, per credit/debit card.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593.

The following alternate zip-codes are also valid:
Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies.

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

This On-Site Distribution Extension Agreement (the “Agreement”), is dated as of June 23, 2020 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide electric service to serve MAIN ST & 38TH AVE in the City or Town of AURORA in the County of ADAMS in the State of Colorado (“Service”).

Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Overhead/Underground (choose one or both)	<input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground
Phase (choose one)	<input checked="" type="checkbox"/> Single-Phase <input type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase

Category	Applicability
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Street Lighting <input type="checkbox"/> Solar <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

The Parties acknowledge that, if Service includes the provision of Street Lighting, such Service is also subject to, without limitation, the requirements of the Street Lighting Extension Policy.

2. Service Class of Applicant. Applicant ☐ is / ☐ is not a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input checked="" type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input type="checkbox"/>
STREET LIGHTING	
Schedule TSL MSL, MI	<input type="checkbox"/>
Schedule RAL, CAL, PLL, SL, SSL, SLU	<input type="checkbox"/>
Schedule COL, ESL	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Line Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the "Associated Agreements"). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company's engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
APPLICANT-PROVIDED INFORMATION*	
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)	0

Category	Project-Specific Information
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, three-phase service, extensions exceeding three hundred twenty (320) amps, compaction, and/or boring, etc.) (Non-Standard Lots)	1
Number of Street Lights (if any)	0
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities (if applicable)	N/A
ADDITIONAL CIRCUMSTANCES**	
Distribution Reinforcements (if any)	N/A
Excess Facilities (if any)	N/A
ATO/MTO Dual Feeder Service (if any)	N/A
Other Considerations/Special Items (if any)	N/A
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.	
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
 - a. In General. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the “Estimated Construction Cost”). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. “Trench and backfill in rock conditions” shall include any construction activities that require the use of special construction techniques or special equipment.
 - b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer’s electric service from Company, Company shall make such Distribution Reinforcement as follows:
 - i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.

- ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company's cost to reinforce the system necessary to serve Applicant's total load and the Construction Allowance shall be based on the difference between the Applicant's current maximum Demand over the previous twelve (12) months and Company's estimate of Applicant's projected total load.
 - iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company's facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
 - iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company's cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant's total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
 - v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant's additional load and applicant's Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (0 x \$2,511.00)		\$ 0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$7,863.88
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$7,863.88

7. Calculation of Construction Allowance and Street Lighting Construction Allowance.

- a. Construction Allowance. The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per kilowatt demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. The Construction Allowance shall be applicable to applicants receiving service under a Standby service schedule and shall be applicable up to the Distribution Capacity, as set forth in the applicable Electric Standby Service Agreement. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated** (see Section 1 above).

To the extent applicable, the calculation of the Construction Allowance is as follows:

A	B	C	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Kilowatt Demand	Construction Allowance	Amount
Residential – On-Site Distribution					
1	Schedules R, RE-TOU	0		\$1,070	\$ 0.00
2	Schedules RD, RD-TDR		0.0	\$260/kW	\$ 0.00
Commercial and Industrial – On-Site Distribution					
3	Schedules C, NMTR	1		\$1,380	\$1,380.00
4	Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP		0.0	\$350/kW	\$ 0.00
5	Schedules PG, PST, PTOU, PG-CPP		0.0	\$220/kW	\$ 0.00
6	CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 5)				\$1,380.00

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Line Extension Agreement, as set forth therein, provided that such Off-Site Distribution Line Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

- b. Street Lighting Construction Allowance. To the extent applicable, the calculation of the Street Lighting Construction Allowance for this Agreement is listed below. The Street Lighting Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).

A	B	C	D	E
Line	Service Class and Rate Schedule	Number of Point(s) of Delivery or Lighting Unit(s), as applicable	Construction Allowance	Amount
1	Schedules TSL, MSL, MI	0	\$1,080	\$ 0.00
2	Schedules RAL, CAL, PLL, SL, SSL, SLU	0	Lighting Equipment: \$770	\$ 0.00
		0	Distribution System: \$80	\$ 0.00
3	Schedules COL, ESL	0	Distribution System: \$80	\$ 0.00
4	STREET LIGHTING CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 3)			\$ 0.00

8. Construction Payment.

- a. Permanent Service. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in 6 above), less the Construction Allowance and, as applicable, the Street Lighting Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric On-Site Distribution Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$7,863.88
2	Construction Allowance (see Section 7 above)	\$1,380.00
3	Line 1 minus Line 2 (If value is a negative number, such amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Line Extension Agreement.)	\$6,483.88
4	As applicable, the Street Lighting Construction Allowance (see Section 7 above)	\$ 0.00
5	Line 3 minus Line 4: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0)	\$6,483.88

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant [☐ **authorizes** / ☐ **does not authorize**] Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by

Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

12. Right-of-Way Agreement. Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. Conditions to Company Work Order, Scheduling, and Construction Commencement. The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:
 - a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
 - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
 - c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
 - d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.
 - a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
 - b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.

- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Installation and Use.
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including

death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.

27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, and 31 of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this On-Site Distribution Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$6,483.88 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: June 23, 2020

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Electric).

Company Representative	
Print Name: <u>Ryan Koepsel</u>	Mailing address: Reliable Power Consultants 10190 Bannock Street, Suite 212 Northglenn, CO 80260
Title: Reliable Power Consultants	
Signature: _____	Phone: <u>316-516-1290</u>
Date: June 23, 2020	Email address: <u>Ryan.M.Koepsel@xcelenergy.com</u>
Applicant	
Print Name: <u>Todd A. Johnson</u>	Mailing address: AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
Title: <u>AACMO Production Manager</u>	<u>8390 E. CRENSHAW PKWY</u>
Signature: <u>[Signature]</u>	<u>SUITE 300</u>
Date: <u>7-7-2020</u>	<u>GREENWOOD VILLAGE, CO 80111</u>
	Phone: _____
	Email address: <u>Todd@AEROTROPOLIS.COM</u>
Company Authorization	
Name: Charles Toombs	
Title: Supervisor New Business Design	
Signature: <u>Charles Toombs</u>	Digitally signed by Charles Toombs DN: cn=Charles Toombs, o=Xcel Energy, ou=New Business Design, email=charles.e.toombs@xcelenerg y.com, c=US Date: 2020.06.26 16:29:30 -06'00'
Date: <u>6/26/20</u>	

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)]



July 7, 2020

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
141 UNION BLVD
LAKEWOOD, CO 80228

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$2.20 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

Brian Villars 303.264.8556
Q3 Contracting Inc

Mailing address:

Q3 Contracting Inc
18000 E 22nd Ave., Unit 2
Aurora, CO 80011

FROST AGREEMENT

For Installation of Gas and/or Electric Distribution and Service Laterals

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, hereinafter referred to as "Customer", having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as Aurora Highlands, located at (service address) MAIN ST & 38TH AVE, AURORA further agrees that if ground frost conditions deeper than six (6") are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, "Customer" hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, "Customer" requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the "Customer". These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6") or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

CUSTOMER

*By

Date:


 *By _____ Date: 7.7.2020
Todd A. Johnson ALCMO Program Manager
 (Type or Print Name and Title of Signer)

Mailing Address: ~~141 UNION BLVD~~
~~LAKEWOOD, CO, 80228~~

8390 E CRESCENT PARKWAY, SUITE 300
GREENWOOD VILLAGE, CO 80011

XCEL ENERGY REPRESENTATIVE

Brian Villars 303.264.8556

Q3 Contracting Inc

Mailing address:

Q3 Contracting Inc
 18000 E 22nd Ave., Unit 2
 Aurora, CO 80011

Brian Villars

Digitally signed by Brian Villars
 DN: cn=Brian Villars, o, ou,
 email=Brian.S.Villars@xcelenergy.
 com, c=US
 Date: 2020.07.07 09:03:49 -06'00'

Date July 7, 2020

Xcel Energy Representative



CONTINGENCY LIST

*CUSTOMER:	AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
ADDRESS:	MAIN ST & 38TH AVE
CITY:	AURORA
DESIGN NO:	951904
SN:	11692492

SIGNATURE** 

DATE: 7.7.2020

*** Confidential Information**

**** Customer is to return copy of signed document to your Xcel Energy Representative**

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company's Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ ☒ If checked, Customer has agreed to install sleeves at crossings (electric construction only).
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company's approval, if Customer elects to trim/clear the trees on Customer's own property, will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer's sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or



during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - ☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- ☐ Town Permit
- ☐ County Permit
- ☐ State Highway Crossing Permit
- ☐ Railroad Crossing Permit
- ☐ Bureau of Land Management (BLM) Approval
- ☐ Grading and Drainage Permit
- ☐ Water Board Crossing
- ☐ Special Permit
- ☐ Corps of Engineer's Permit
- ☐ Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- ☒ Wheel Compaction 150 feet of trench
- ☐ 85% Standard Proctor Compaction feet of trench
- ☐ 95% Standard Proctor Compaction feet of trench
- ☐ 95% Modified Proctor Compaction feet of trench
- ☐ Bore feet of trench



Direct Billing Inquiries to: 98

CliftonLarsonAllen LLP
370 Interlocken Blvd
Suite 500
Broomfield, CO 80021-9836
(303) 466-8822

First Creek Ranch Metro District
8390 E. Crescent Pkwy.
Ste. 300
Greenwood Village, CO 80111

Account Number 011-030287
Invoice Date 5/8/2020
Invoice # 2485409
Authorization Number 0000104597

Professional services rendered through April 30, 2020 in connection with:

Accounting services \$465.50

Technology and Client Support Fee \$23.28

Invoice Total \$488.78

We Appreciate Your Business and Referrals

Payment is due upon receipt.

CliftonLarsonAllen LLP PO Box 679349 Dallas, TX 75267-9349 (303) 466-8822

Please detach and remit payment to the address below.

CliftonLarsonAllen LLP
PO Box 679349
Dallas, TX 75267-9349

Amount Remitted \$

Account Number 011-030287
Invoice Number 2485409

To pay your bill electronically please visit
claconnect.com/billpay

First Creek Ranch Metro District
006282
006295



Attachment to Invoice 2485409 Dated 5/8/2020

Client: 011-030287 First Creek Ranch Metro District

Date	Name	Office	Hours	Engagement		Description
				Rate	Amount	
Engagement: - Accounting Services 2020						
4/7/2020	J Colby	011 Denv. Area	4.90	95.00	465.50	Upload documents for District
Subtotal for engagement:- Accounting Services 2020			<u>4.90</u>		<u>465.50</u>	
Grand Total			<u>4.90</u>		<u>465.50</u>	

Aerotropolis Area Coordinating Metro District**Check List**

All Bank Accounts

August 18, 2020

Check Number	Check Date	Payee	Amount
Vendor Checks			
1710	08/18/20	CliftonLarsonAllen LLP	42,049.09
1711	08/18/20	Collins Cockrel & Cole	1,098.00
1712	08/18/20	McGeady Becher P.C.	19,377.80
Vendor Check Total			<u>62,524.89</u>
Check List Total			<u><u>62,524.89</u></u>

Check count = 3

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
CLA CliftonLarsonAllen LLP					
Reference:	2517388	Date:	07/01/20	Discount exp date:	
GL AP account:	102500	Due date:	07/01/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	108.62			
	Totals	108.62	0.00	108.62	108.62
Reference:	2582975	Date:	07/31/20	Discount exp date:	
GL AP account:	102500	Due date:	07/31/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	7,674.71			
	Totals	7,674.71	0.00	7,674.71	7,674.71
Reference:	2584633	Date:	07/31/20	Discount exp date:	
GL AP account:	102500	Due date:	07/31/20	Payment term:	
107440	District Management - Accounting	15,853.02			
	Totals	15,853.02	0.00	15,853.02	15,853.02
Reference:	2584633	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307440	District Management - Accounting	13,137.54			
	Totals	13,137.54	0.00	13,137.54	13,137.54
Reference:	2582975	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307000	Accounting - CliftonLarsonAllen LLP	3,726.50			
	Totals	3,726.50	0.00	3,726.50	3,726.50
Reference:	2582986	Date:	07/31/20	Discount exp date:	
GL AP account:	102500	Due date:	07/31/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	1,548.70			
	Totals	1,548.70	0.00	1,548.70	1,548.70
Totals for CliftonLarsonAllen LLP		42,049.09	0.00	42,049.09	42,049.09
Collins Coc Collins Cockrel & Cole					
Reference:	11041MJUN20	Date:	06/30/20	Discount exp date:	
GL AP account:	102500	Due date:	06/30/20	Payment term:	
107460	Legal - Collins Cockrel & Cole	1,098.00			
	Totals	1,098.00	0.00	1,098.00	1,098.00
Totals for Collins Cockrel & Cole		1,098.00	0.00	1,098.00	1,098.00
McGeady McGeady Becher P.C.					
Reference:	JUL2020	Date:	07/31/20	Discount exp date:	
GL AP account:	102500	Due date:	07/31/20	Payment term:	
107460	Legal - McGeady Becher P.C.	19,377.80			
	Totals	19,377.80	0.00	19,377.80	19,377.80
Totals for McGeady Becher P.C.		19,377.80	0.00	19,377.80	19,377.80
Company Totals		62,524.89	0.00	62,524.89	62,524.89

1-0		
1-1		45,660.85
1-2		+ 16,864.04
1-T	Total	= 62,524.89

Operations
Capital for A Bonds

AEROTROPOLIS AREA COORDINATING METRO DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2020

AEROTROPOLIS AREA COORDINATING METRO DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2020

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	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS			
Cash - Checking	\$ -	\$ 1,016,584	\$ 1,016,584
CSAFE	9,100	1,153	10,253
Accounts Receivable - ARTA	-	255,944	255,944
Accounts Receivable - Developer	-	22,300	22,300
Other accounts receivable	-	22,500	22,500
Accounts Receivable - ATEC	-	696,154	696,154
TOTAL ASSETS	<u>\$ 9,100</u>	<u>\$ 2,014,635</u>	<u>\$ 2,023,735</u>
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts Payable	\$ 114,974	\$ 3,831,078	\$ 3,946,052
Retainage Payable	-	910,572	910,572
Total Liabilities	<u>114,974</u>	<u>4,741,650</u>	<u>4,856,624</u>
FUND BALANCES			
Total Fund Balances	<u>(105,874)</u>	<u>(2,727,015)</u>	<u>(2,832,889)</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 9,100</u>	<u>\$ 2,014,635</u>	<u>\$ 2,023,735</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2020**

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GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Transfer from First Creek Ranch Metro District	\$ 60,144	\$ 13,500	\$ (46,644)
TOTAL REVENUES	<u>60,144</u>	<u>13,500</u>	<u>(46,644)</u>
EXPENDITURES			
Accounting	90,000	52,574	37,426
Audit	6,000	-	6,000
Contingency	5,000	-	5,000
District Management	85,000	63,231	21,769
Dues and Licenses	1,800	2,223	(423)
Election Expense	3,200	5,294	(2,094)
Insurance	18,000	28,224	(10,224)
Legal	200,000	193,384	6,616
Miscellaneous	1,000	1,203	(203)
TOTAL EXPENDITURES	<u>410,000</u>	<u>346,133</u>	<u>63,867</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(349,856)	(332,633)	17,223
OTHER FINANCING SOURCES (USES)			
Developer Advance	350,000	283,000	(67,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>350,000</u>	<u>283,000</u>	<u>(67,000)</u>
NET CHANGE IN FUND BALANCES	144	(49,633)	(49,777)
FUND BALANCES - BEGINNING	<u>4,860</u>	<u>(56,242)</u>	<u>(61,102)</u>
FUND BALANCES - ENDING	<u>\$ 5,004</u>	<u>\$ (105,875)</u>	<u>\$ (110,879)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2020**

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CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Developer Reimbursement	\$ 230,000	\$ 40,200	\$ (189,800)
Interest Income	-	7,249	7,249
Intergovernmental Revenue - ARTA	9,000,000	3,233,230	(5,766,770)
Intergovernmental Revenue - CAB	92,991,804	37,741,901	(55,249,903)
TOTAL REVENUES	102,221,804	41,022,580	(61,199,224)
EXPENDITURES			
Accounting	25,000	12,172	12,828
Architecture	2,000,000	26,269	1,973,731
Bond Issue Costs	-	11,106	(11,106)
Camera Monitoring	25,000	18,144	6,856
Capital Outlay	-	5,574,181	(5,574,181)
Civil Engineering	3,500,000	535,273	2,964,727
Construction Assistance	2,500,000	26,863	2,473,137
Construction trailer expenses	10,000	26,268	(16,268)
Contingency	342,185	-	342,185
Cost Verification	50,000	107,963	(57,963)
Developer Advance Interest Expense	815,000	2,937,811	(2,122,811)
Developer costs	230,000	40,200	189,800
District Management	-	1,200	(1,200)
Entry Monument	3,000,000	60,287	2,939,713
Erosion Control	-	116,723	(116,723)
Geotechnical Engineering	-	40,299	(40,299)
GIS Services	-	29,218	(29,218)
Grading/Earthwork	-	1,559,905	(1,559,905)
Infrastructure Improvements - ARTA	9,000,000	3,233,230	5,766,770
Landscape, Hardscape & Monumentation	-	397,749	(397,749)
Landscape/Planning	20,000,000	247,975	19,752,025
Legal	175,000	65,416	109,584
Legal - in-tract	-	3,720	(3,720)
Monument Design	-	71,391	(71,391)
Permits and Fees	250,000	23,867	226,133
Plan Review	250,000	3,955	246,045
Program Management	250,000	178,113	71,887
Project Assistance	250,000	172,571	77,429
Repay Developer Advance	19,600,000	33,673,846	(14,073,846)
Sanitary Sewer Interceptor	2,500,000	202,459	2,297,541
Storm Drainage	12,000,000	44,165	11,955,835
Stormwater Management	-	177,891	(177,891)
Streets	15,000,000	1,133,782	13,866,218
Surety	250,000	-	250,000
Surveying	750,000	120,116	629,884
Trib T Geomorphology	150,000	3,083,001	(2,933,001)
Utilities	3,500,000	3,555,120	(55,120)
Waste Services	5,000	-	5,000
Waterline	6,000,000	2,050,265	3,949,735
TOTAL EXPENDITURES	102,427,185	59,562,514	42,864,671
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(205,381)	(18,539,934)	(18,334,553)

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2020**

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CAPITAL PROJECTS FUND

OTHER FINANCING SOURCES (USES)

Developer Advance	205,000	15,736,177	15,531,177
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TOTAL OTHER FINANCING SOURCES (USES)

205,000	15,736,177	15,531,177
---------	------------	------------

NET CHANGE IN FUND BALANCES

(381)	(2,803,757)	(2,803,376)
-------	-------------	-------------

FUND BALANCES - BEGINNING

381	76,740	76,359
-----	--------	--------

FUND BALANCES - ENDING

\$ -	\$ (2,727,017)	\$ (2,727,017)
------	----------------	----------------

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Aerotropolis Area Coordinating Metropolitan District (the District) (formerly Green Valley Ranch East Metropolitan District No. 1) was organized by order and decree of the District Court of Adams County, Colorado, recorded on December 7, 2004, to provide financing for the construction and installation of regional public improvements, including streets, traffic safety, water, sanitary sewer, park and recreation, public transportation, mosquito control, fire protection, and television relay improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The Court Order granting the District's name change was recorded on August 16, 2017. The District's First Amended and Restated Service Plan (Service Plan) was approved by the City Council of the City of Aurora (City) on October 16, 2017. The Service Plan does not authorize the District to provide fire protection or television relay services unless the District enters into an intergovernmental agreement with the City. The District was formed in conjunction with seven other metropolitan districts: The Aurora Highlands Metropolitan District Nos. 1-3 ("TAH Nos. 1-3") (formerly Green Valley Ranch East Metropolitan District Nos. 2-4), Green Valley Aurora Metropolitan District No. 1 ("GVA No. 1") (formerly Green Valley Ranch East Metropolitan District No. 5), and Green Valley Ranch East Metropolitan District Nos. 6-8.

On November 7, 2017, the District voters approved a mill levy increase to generate property taxes of up to \$8,000,000,000 annually to pay, in part, the District's general cost of operations and maintenance. The mill levy is on all taxable property within the District for collection in 2018 and each year thereafter. Furthermore, the voters authorized the District to collect and expend levied taxes and any other income of the District without regard to any limitations imposed by TABOR. The total debt authorized for all services and improvements was \$80,000,000,000. The Service Plan limits the total debt issuance to \$8,000,000,000, with a maximum debt mill levy of 50.000 mills, subject to Gallagher adjustment. The current maximum debt mill levy is 55.664 mills.

The District has entered into an intergovernmental agreement with the City detailing the covenants and mutual agreements the District will follow as regards to the financing and construction of the regional public improvements, and the repayment of the associated debt.

The District has received developer advances to help fund initial operating and administrative expenditures. The current construction of District improvements is expected to be financed by developer advances until bonded debt is issued to repay the developer.

The District, the City, and Adams County established the Aerotropolis Regional Transportation Authority (ARTA) pursuant to an intergovernmental agreement entered into on February 27, 2018, under the authority of the Regional Transportation Authority Law, Section 43-4-601, *et seq.*, C.R.S., in order to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements. Once organized, ARTA will impose an ARTA Mill Levy on the District. The District will collect revenues from the ARTA Mill Levy to provide for financing of the regional improvements through ARTA. If the ARTA Mill Levy in any given year is less than 5 mills, the District will impose an Aurora Regional Improvements (ARI) Mill Levy and will collect the ARI Mill Levy revenues to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

On November 21, 2019, the District, TAH Nos. 1-3, and ATEC Metropolitan District Nos. 1 and 2 ("ATEC Nos. 1 and 2", and collectively with the District and TAH Nos. 1-3, the "CAB Districts") formed The Aurora Highlands Community Authority Board ("CAB") pursuant to intergovernmental agreement to govern the relationships between and among the CAB Districts with respect to the financing, construction, and operation of public improvements within their combined service area. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operation of public improvements benefiting the CAB Districts and their residents and owners.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Section 29-1-105, C.R.S., using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The budgets are in accordance with the TABOR Amendment limitation. Emergency reserves required under TABOR have been provided.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District will not levy a property tax in 2020.

Pursuant to the Service Plan, the District is required to levy the ARI Mill Levy, in the first year the District imposes a debt service mill levy and for each year thereafter. The ARI Mill Levy will be one mill for each of the first twenty years. The ARI Mill Levy will increase to 5 mills in year twenty-one and will continue at that level until the earlier of year forty or the date when bonds have been repaid. The ARI Mill Levy will then be imposed for ten additional years at the average debt service mill levy imposed by the District for the ten years prior to the date of repayment of the debt.

Developer Advances

In 2020, developer advances are expected to fund a portion of operating and capital expenditures. Developer advances are to be recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to issue bonds to reimburse the developer.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (Continued)

Transfers from Other Districts

The intergovernmental revenues are transfers from First Creek Ranch Metropolitan District. The District will coordinate the payment of administrative expenditures for First Creek Ranch Metropolitan District, as well as the District's own administrative expenditures.

Developer Reimbursement

A portion of the capital improvements to be constructed are for the benefit of the Developer. The Developer will reimburse the District for these costs.

Intergovernmental Revenue

The District has entered into intergovernmental agreements with ARTA, whereby the District will receive funding from ARTA to help finance capital regional transportation improvements. Additionally, the District has budgeted capital funding from bond proceeds that are anticipated to be issued by the CAB.

Expenditures

Administrative and Operating Expenses

Operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, insurance, banking, meeting expense, and other administrative expenses.

Capital Outlay

The budget anticipates construction activity during 2020 and is detailed on page 5. Developer advances and accrued interest related to capital expenditures are anticipated to be repaid in 2020.

Debt and Leases

The District's only outstanding debt is developer advances in the amount of \$21,988,124 as of December 31, 2019, which includes \$942,412 of accrued interest at 8%. It has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

AEROTROPOLIS AREA COORDINATING METRO DISTRICT

Schedule of Cash Position

June 30, 2020

Updated as of August 18, 2020

	General Fund	Capital Projects Fund	Total
<u>First Bank - Checking</u>			
Balance as of 06/30/20	\$ -	\$ 1,016,583.81	\$ 1,016,583.81
Subsequent activities:			
07/01/00 Release held checks	(33,968.00)	-	-
07/02/20 Transfer to CSAFE	-	(1,000,000.00)	(1,000,000.00)
07/02/20 Transfer from First Creek Ranch	15,000.00	-	15,000.00
07/06/20 Aurora Online Payment #609819	-	(3,955.00)	(3,955.00)
07/07/20 Aurora Online Payment #612377	-	(515.00)	(515.00)
07/07/20 Check 1672	-	(2,075.00)	(2,075.00)
07/08/20 Check 1673	-	(6,483.88)	(6,483.88)
07/08/20 Void Check 1673	-	6,483.88	6,483.88
07/08/20 O&M Developer advance	45,000.00	-	45,000.00
07/08/20 Aurora Online Payment #612434	-	(304.00)	(304.00)
07/13/20 Draw 25 checks 1674-1704	-	(3,461,285.68)	(3,461,285.68)
07/13/20 Administrative checks 1705-1707	(79,520.65)	(35,122.11)	(114,642.76)
07/20/20 Transfer to CLA - Invoice 2485409 FCR	(488.78)	-	(488.78)
07/22/20 Check 1708	-	(157,386.96)	(157,386.96)
07/24/20 ARTA Payment	-	210,611.18	210,611.18
07/25/20 Deposit - ATEC	1,500.00	-	1,500.00
07/27/20 EFT to Xcel Energy	-	(6,483.88)	(6,483.88)
07/29/20 Developer advance	60,000.00	-	60,000.00
07/30/20 Check 1709	(753.96)	-	(753.96)
07/31/20 Draw No. 2 - 2020 A Bonds	-	3,379,659.65	3,379,659.65
08/03/20 Aurora Online Payment #614834	-	(206.00)	(206.00)
08/03/20 Transfer from CSAFE	-	76,305.65	76,305.65
08/11/20 Aurora Online Payments #615350, 615349, 615528	-	(1,030.00)	(1,030.00)
08/12/20 Transfer from First Creek Ranch	7,000.00	-	7,000.00
08/24/20 Administrative checks 1710-1712	(45,660.85)	(16,864.04)	(62,524.89)
08/24/20 Draw No. 26 checks 1713-1746	-	(3,205,661.51)	(3,205,661.51)
Anticipated payment from CAB A Bonds - Construction	-	2,008,110.33	2,008,110.33
Anticipated payment from CAB A Bonds - Admin	-	16,864.04	16,864.04
Anticipated payment from ARTA	-	1,162,646.24	1,162,646.24
Anticipated advance for B Bonds, ATEC, and Developer costs	-	66,317.82	66,317.82
Anticipated advance for Operations	50,000.00	-	50,000.00
Anticipated balance	18,107.76	46,209.54	98,285.30
<u>CSAFE</u>			
Balance as of 06/30/20	9,100.10	1,152.93	10,253.03
Subsequent activities:			
07/01/20 Transfer from 1st Bank	-	1,000,000.00	1,000,000.00
07/31/20 Interest	-	175.10	175.10
08/03/20 Transfer to 1st Bank	-	(76,305.65)	(76,305.65)
Anticipated ATEC/In tract developer advance from July	-	76,305.65	76,305.65
Anticipated balance	9,100.10	1,001,328.03	1,010,428.13
Anticipated balances:	\$ 27,207.86	\$ 1,047,537.57	\$ 1,108,713.43

FIRST CREEK RANCH METROPOLITAN DISTRICT**CSAFE**

Balance as of 06/30/20	\$ 15,350.37	\$ -	\$ 15,350.37
Subsequent activities:			
07/02/20 Transfer to AACMD	(15,000.00)	-	(15,000.00)
07/10/10 Property taxes	6,375.01	-	6,375.01
07/31/20 Interest	1.12	-	1.12
08/10/20 Property taxes	424.66	-	424.66
08/12/20 Transfer to AACMD	(7,000.00)	-	(7,000.00)
Anticipated balance	\$ 151.16	\$ -	\$ 151.16

Yield Information (7/31/20)

C-Safe 0.25%

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD
AND
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

Draw No. 26

PREPARED BY:

SCHEDIO GROUP LLC

808 9TH STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: August 18, 2020

PROJECT: 181106

Engineer's Report and Verification of Costs No. 3

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ENGINEER'S VERIFICATION

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EXHIBIT A

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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "District") on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is Schedio Group's second deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Section 4.1 of the First Amended and Restated Facilities Funding and Acquisition Agreement entered into on August 23, 2018, between Aerotropolis Area Coordinating Metropolitan District and Aurora Highlands, LLC, a Nevada limited liability company ("Developer") states, "...the District agrees to make payment to the Developer for all Developer Advances and /or Verified Costs, together with interest thereon." This report and verification consist of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

SUMMARY OF FINDINGS

Schedio Group reviewed \$3,237,074.39 of incurred expenses associated with Draw Request No. 26. Of the \$3,237,074.39 reviewed, Schedio Group verified \$3,214,774.39 as being associated with the design and construction of Public Improvements; of which, \$2,008,110.33 is associated with AACMD Series A Bonds, \$20,295.39 with AACMD Series B Bonds, \$23,722.43 with ATEC Metropolitan District ("ATEC MD"), and \$1,162,646.24 with Aerotropolis Regional Transportation Authority ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report. The total amount verified associated with AACMD and ATEC MD is **\$2,052,128.15**.

For a summary of verified expenses associated with the design and construction of Public Improvements for AACMD and ATEC MD, please see *Figure 1 – Summary of Verified Expenses for AACMD and ATEC MD*. For a more detailed accounting of costs reviewed, verified, and segregated by project and vendor, see *Exhibit A – Summary of Costs Reviewed*.

	AACMD PAST EXPENSES	AACMD DRAW NOS 1-26			ATEC DRAW NOS 1-26	AACMD PAST EXPENSES + AACMD DRAW NOS 1-26	AACMD PAST EXPENSES + AACMD DRAW NOS 1-26 + ATEC DRAW NOS 1-26
	VERIFIED AMT	VERIFIED AMT (SERIES A BONDS)	VERIFIED AMT (SERIES B BONDS)	VERIFIED AMT (SERIES A + B BONDS)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
SOFT AND INDIRECT+ HARD COSTS							
DRAW NOS 1-26 TOTALS -->	\$ 5,574,180.92	\$ 32,971,273.54	\$ 94,395.55	\$ 33,065,669.09	\$ 796,840.25	\$ 38,639,850.01	\$ 39,436,690.26

Figure 1 - Summary of Verified Expenses for AACMD and ATEC MD

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

As final plats are not available for the entire The Aurora Highlands (“TAH”) development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for The Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire TAH development. Schedio Group and Norris Design reserve the right to revise the project’s Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

Big West Consulting Invoice No. 105, in the amount of \$22,300.00 was verified as 0% Public. Schedio Group will work with the Program Manager and make any requisite adjustments in Engineer’s Report and Verification of Costs No. 4 associated with Draw No. 27.

VERIFICATION OF PAYMENTS

As Draw No. 26 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on August 13 ,2020. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated August 18, 2020.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from Sunstate Equipment Invoice No. 7956739-015, dated March 17, 2020 through Ecological Resource Consultants Invoice No. 10487, dated August 5, 2020, are reasonably valued at **\$2,052,128.15**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.



August 18, 2020

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

Summary of Costs Reviewed by Vendor

Summary of Costs Reviewed by Project Segment

SUMMARY OF COSTS REVIEWED BY VENDOR

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CONSULTANT / CONTRACTOR	INV AMT	% PRI	TOTAL PRI AMT	% PUB	TOTAL PUB AMT	% PUB AACMD	AACMD PUB AMT	% PUB ARTA	ARTA PUB AMT	% PUB ATEC	ATEC PUB AMT
Aggregate Industries	\$ 152,519.65	34.29%	\$ 52,293.70	65.71%	\$ 100,225.95	100.00%	\$ 100,225.95	0.00%	\$ -	0.00%	\$ -
Aztec Consultants	\$ 769,239.65	3.13%	\$ 24,083.50	96.87%	\$ 745,156.15	79.18%	\$ 589,986.83	20.71%	\$ 154,327.12	0.11%	\$ 842.20
Beam, Longest & Neff	\$ 1,027,661.25	0.00%	\$ -	100.00%	\$ 1,027,661.25	0.00%	\$ -	100.00%	\$ 1,027,661.25	0.00%	\$ -
Bemas	\$ 3,088,886.53	14.27%	\$ 440,679.93	85.73%	\$ 2,648,206.61	78.85%	\$ 2,088,154.66	0.00%	\$ -	21.15%	\$ 560,051.95
Big West Consulting	\$ 105,350.00	62.46%	\$ 65,800.00	37.54%	\$ 39,550.00	100.00%	\$ 39,550.00	0.00%	\$ -	0.00%	\$ -
Brightview Landscaping	\$ 433,958.57	7.65%	\$ 33,185.10	92.35%	\$ 400,773.47	100.00%	\$ 400,773.47	0.00%	\$ -	0.00%	\$ -
BT Construction, Inc.	\$ 648,409.68	0.00%	\$ -	100.00%	\$ 648,409.68	100.00%	\$ 648,409.68	0.00%	\$ -	0.00%	\$ -
Cage Civil Engineering	\$ 64,102.50	0.00%	\$ -	100.00%	\$ 64,102.50	100.00%	\$ 64,102.50	0.00%	\$ -	0.00%	\$ -
City of Aurora	\$ 673,023.92	5.26%	\$ 35,392.61	94.74%	\$ 637,631.31	92.46%	\$ 589,581.51	6.10%	\$ 38,896.80	1.44%	\$ 9,153.00
Colorado Barricade	\$ 2,075.00	0.00%	\$ -	100.00%	\$ 2,075.00	100.00%	\$ 2,075.00	0.00%	\$ -	0.00%	\$ -
Contour Services	\$ 1,395,351.77	1.44%	\$ 20,079.51	98.56%	\$ 1,375,272.26	87.86%	\$ 1,208,289.82	12.14%	\$ 166,982.44	0.00%	\$ -
CTL Thompson	\$ 481,238.19	2.03%	\$ 9,778.00	97.97%	\$ 471,460.19	86.26%	\$ 406,689.97	13.74%	\$ 64,770.22	0.00%	\$ -
Diversified Underground	\$ 12,535.50	0.00%	\$ -	100.00%	\$ 12,535.50	100.00%	\$ 12,535.50	0.00%	\$ -	0.00%	\$ -
Dyna Electric	\$ 105,001.01	0.00%	\$ -	100.00%	\$ 105,001.01	100.00%	\$ 105,001.01	0.00%	\$ -	0.00%	\$ -
E-470 Public Highway Authority	\$ 228,766.96	0.00%	\$ -	100.00%	\$ 228,766.96	4.97%	\$ 11,380.00	95.03%	\$ 217,386.96	0.00%	\$ -
Ecological Resource Consultants	\$ 42,545.10	0.00%	\$ -	100.00%	\$ 42,545.10	50.34%	\$ 21,417.10	49.66%	\$ 21,128.00	0.00%	\$ -
EV Studio	\$ 275,768.34	0.00%	\$ -	100.00%	\$ 275,768.34	100.00%	\$ 275,768.34	0.00%	\$ -	0.00%	\$ -
Felsburg Holt and Ullevig	\$ 984,639.59	0.00%	\$ -	100.00%	\$ 984,639.59	0.00%	\$ -	100.00%	\$ 984,639.59	0.00%	\$ -
Fiore and Sons	\$ 681,757.17	4.78%	\$ 32,590.69	95.22%	\$ 649,166.48	100.00%	\$ 649,166.48	0.00%	\$ -	0.00%	\$ -
Golden Triangle Construction	\$ 185,349.51	0.00%	\$ -	100.00%	\$ 185,349.51	100.00%	\$ 185,349.51	0.00%	\$ -	0.00%	\$ -
Green Brothers Oil, LLC	\$ 842.49	0.00%	\$ -	100.00%	\$ 842.49	100.00%	\$ 842.49	0.00%	\$ -	0.00%	\$ -
HR Green	\$ 3,824,365.65	0.00%	\$ -	100.00%	\$ 3,824,365.65	66.80%	\$ 2,554,662.46	31.06%	\$ 1,187,684.55	2.14%	\$ 82,018.65
Iron Woman	\$ 4,194,450.40	0.81%	\$ 33,883.65	99.19%	\$ 4,160,566.75	52.37%	\$ 2,178,688.58	47.63%	\$ 1,981,878.17	0.00%	\$ -
JHL	\$ 5,734,192.32	0.00%	\$ -	100.00%	\$ 5,734,192.32	76.97%	\$ 4,413,538.10	23.03%	\$ 1,320,654.21	0.00%	\$ -
Kelley Trucking Inc	\$ 2,097,367.69	0.00%	\$ -	100.00%	\$ 2,097,367.69	79.52%	\$ 1,667,816.39	20.48%	\$ 429,551.30	0.00%	\$ -
Knighthawk	\$ 24,770.00	75.78%	\$ 18,770.00	24.22%	\$ 6,000.00	100.00%	\$ 6,000.00	0.00%	\$ -	0.00%	\$ -
Kumar & Associates, Inc.	\$ 14,387.75	0.00%	\$ -	100.00%	\$ 14,387.75	0.00%	\$ -	100.00%	\$ 14,387.75	0.00%	\$ -
Lamb Star	\$ 221,578.05	0.00%	\$ -	100.00%	\$ 221,578.05	28.08%	\$ 62,225.00	57.55%	\$ 127,508.55	14.37%	\$ 31,844.50
Liberty Waste Management	\$ 336.00	0.00%	\$ -	100.00%	\$ 336.00	100.00%	\$ 336.00	0.00%	\$ -	0.00%	\$ -
MadVision	\$ 17,889.00	0.00%	\$ -	100.00%	\$ 17,889.00	100.00%	\$ 17,889.00	0.00%	\$ -	0.00%	\$ -
Martin Marietta	\$ 1,064,116.49	0.00%	\$ -	100.00%	\$ 1,064,116.49	100.00%	\$ 1,064,116.49	0.00%	\$ -	0.00%	\$ -
Merrick	\$ 1,051,754.34	0.00%	\$ -	100.00%	\$ 1,051,754.34	97.76%	\$ 1,028,198.34	2.24%	\$ 23,556.00	0.00%	\$ -
My Asset Map	\$ 123,501.60	0.00%	\$ -	100.00%	\$ 123,501.60	100.00%	\$ 123,501.60	0.00%	\$ -	0.00%	\$ -
Norris Design Inc.	\$ 1,116,974.92	0.00%	\$ -	100.00%	\$ 1,116,974.92	87.50%	\$ 977,388.39	12.50%	\$ 139,586.53	0.00%	\$ -
OxBlue Corporation	\$ 73,122.00	0.00%	\$ -	100.00%	\$ 73,122.00	100.00%	\$ 73,122.00	0.00%	\$ -	0.00%	\$ -
Pase	\$ 413,690.56	19.35%	\$ 80,060.06	80.65%	\$ 333,630.50	100.00%	\$ 333,630.50	0.00%	\$ -	0.00%	\$ -
Perkins + Will	\$ 107,831.50	0.00%	\$ -	100.00%	\$ 107,831.50	100.00%	\$ 107,831.50	0.00%	\$ -	0.00%	\$ -
Premier Earthworks	\$ 163,598.10	0.00%	\$ -	100.00%	\$ 163,598.10	100.00%	\$ 163,598.10	0.00%	\$ -	0.00%	\$ -
QualCorr	\$ 21,650.00	0.00%	\$ -	100.00%	\$ 21,650.00	100.00%	\$ 21,650.00	0.00%	\$ -	0.00%	\$ -
S & S Coating Services LLC	\$ 9,150.00	0.00%	\$ -	100.00%	\$ 9,150.00	100.00%	\$ 9,150.00	0.00%	\$ -	0.00%	\$ -
Schedio Group	\$ 292,975.69	0.00%	\$ -	100.00%	\$ 292,975.69	78.30%	\$ 229,412.85	21.70%	\$ 63,562.84	0.00%	\$ -
Stormwater Logistics	\$ 3,070.13	0.00%	\$ -	100.00%	\$ 3,070.13	100.00%	\$ 3,070.13	0.00%	\$ -	0.00%	\$ -
Stormwater Risk Mgmt	\$ 1,264,225.06	0.40%	\$ 5,048.76	99.60%	\$ 1,259,176.31	91.75%	\$ 1,155,294.65	1.89%	\$ 23,766.95	6.36%	\$ 80,114.71
Straightline Sawcutting	\$ 5,250.00	0.00%	\$ -	100.00%	\$ 5,250.00	0.00%	\$ -	100.00%	\$ 5,250.00	0.00%	\$ -
Summit Strategies	\$ 929,875.03	0.00%	\$ -	100.00%	\$ 929,875.03	47.40%	\$ 440,722.63	52.00%	\$ 483,541.90	0.60%	\$ 5,610.50
Sunstate Equipment Co.	\$ 9,396.63	0.00%	\$ -	100.00%	\$ 9,396.63	100.00%	\$ 9,396.63	0.00%	\$ -	0.00%	\$ -
Terra Forma Solutions Inc.	\$ 978,345.78	0.00%	\$ -	100.00%	\$ 978,345.78	69.71%	\$ 682,024.99	27.51%	\$ 269,116.04	2.78%	\$ 27,204.75
United Rentals	\$ 2,706.36	0.00%	\$ -	100.00%	\$ 2,706.36	100.00%	\$ 2,706.36	0.00%	\$ -	0.00%	\$ -
W.L. Contractors, inc.	\$ 17,889.00	0.00%	\$ -	100.00%	\$ 17,889.00	100.00%	\$ 17,889.00	0.00%	\$ -	0.00%	\$ -
Wagner	\$ 8,470,407.89	0.00%	\$ -	100.00%	\$ 8,470,407.89	92.94%	\$ 7,872,213.98	7.06%	\$ 598,193.90	0.00%	\$ -
West Direct Equipment Savers	\$ 5,645.44	0.00%	\$ -	100.00%	\$ 5,645.44	100.00%	\$ 5,645.44	0.00%	\$ -	0.00%	\$ -
Western Fleet Services	\$ 190.56	0.00%	\$ -	100.00%	\$ 190.56	100.00%	\$ 190.56	0.00%	\$ -	0.00%	\$ -
Xcel Energy	\$ 444,459.61	0.00%	\$ -	100.00%	\$ 444,459.61	100.00%	\$ 444,459.61	0.00%	\$ -	0.00%	\$ -
	\$ 44,058,185.92		\$ 851,645.50		\$ 43,206,540.42		\$ 33,065,669.09		\$ 9,344,031.08		\$ 796,840.25

SUMMARY OF COSTS REVIEWED BY PROJECT SEGMENT

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CODE	DESCRIPTION	DEVELOPER 30900	CAB A BONDS 30902	CAB B BONDS 30902	ARTA 30903	ATEC 30904
100	Overall Project Management	\$ 18,770.00	\$ 781,878.32	\$ -	\$ -	\$ -
101	Overall Project (Non Specific)	\$ 99,772.60	\$ 95,749.30	\$ -	\$ -	\$ -
104	Cost Verification	\$ -	\$ 229,412.85	\$ -	\$ 63,562.84	\$ -
106	GIS	\$ -	\$ 123,501.60	\$ -	\$ -	\$ -
110	Contractor Prequal	\$ -	\$ 61,525.00	\$ -	\$ -	\$ -
140	ISP (Phase 1)	\$ -	\$ 138,893.46	\$ -	\$ -	\$ -
141	ISP (Phase 2)	\$ -	\$ 40,001.85	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ -	\$ 14,724.86	\$ -	\$ -	\$ -
150	Broadband	\$ -	\$ 125,508.75	\$ -	\$ -	\$ -
152	Public Art	\$ -	\$ 2,857.20	\$ -	\$ -	\$ -
155	Monitoring	\$ -	\$ 108,900.00	\$ -	\$ -	\$ -
200	Demolition	\$ -	\$ 40,341.08	\$ -	\$ -	\$ -
203	Monument (Phase 1)	\$ -	\$ 2,789,404.17	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ -	\$ 209,386.16	\$ -	\$ -	\$ -
205	Monument (E470)	\$ -	\$ 740,264.38	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ -	\$ 678,639.94	\$ -	\$ 29,885.62	\$ -
208	26th Ave (Harvest - Powhatan)	\$ -	\$ -	\$ -	\$ 56,289.81	\$ -
210	E470 Interchange (Phase 1)	\$ 20,976.00	\$ 71,214.30	\$ -	\$ 3,833,994.77	\$ -
211	E470 Interchange (Phase 1.5)	\$ -	\$ -	\$ -	\$ 14,781.53	\$ -
212	E470 Interchange (Phase 2)	\$ -	\$ -	\$ -	\$ 18,406.18	\$ -
213	E470 Interchange (Phase 3)	\$ -	\$ -	\$ -	\$ 183,691.54	\$ -
214	E470 Interchange (Phase 4)	\$ -	\$ -	\$ -	\$ 84,467.48	\$ -
220	Main Street (26th-TAH Pkwy)	\$ 609,286.11	\$ 6,704,703.95	\$ -	\$ 640,308.22	\$ -
221	Main Street (TAH Pkwy-42nd)	\$ -	\$ 2,159,452.43	\$ -	\$ -	\$ -
222	Main Street (42nd-46th)	\$ -	\$ 62,037.00	\$ -	\$ -	\$ -
230	Denali Boulevard (TAH to 42nd)	\$ 12,907.65	\$ 1,845,596.69	\$ -	\$ -	\$ -
231	Denali Boulevard (42nd-48th)	\$ -	\$ 26,449.55	\$ -	\$ -	\$ -
232	38th Place (Main to Denali)	\$ 84,884.39	\$ 1,376,756.21	\$ -	\$ -	\$ -
240	TAH Parkway (E470-Main St)	\$ -	\$ 1,073,852.28	\$ -	\$ 734,650.94	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ -	\$ 2,471,286.92	\$ -	\$ 71,632.27	\$ -
242	TAH Parkway (Denali Blvd-38th Pkwy)	\$ -	\$ 883,924.02	\$ -	\$ 67,177.85	\$ -
245	TAH Parkway (26th-Powhatan)	\$ -	\$ -	\$ -	\$ 11,688.00	\$ -
246	38th Avenue (Himalaya to E470) North Side	\$ -	\$ 6,588.00	\$ -	\$ 728,522.95	\$ -
247	38th Avenue (Himalaya to E470) South Side	\$ -	\$ -	\$ -	\$ 14,231.35	\$ -
248	38th Parkway (Powhatan to Monaghan)	\$ -	\$ 36,786.00	\$ -	\$ -	\$ 757,990.36
249	38th Parkway (TAH Pkwy to Powhatan)	\$ 5,048.76	\$ 777,074.22	\$ -	\$ -	\$ -
250	42nd Avenue (Main St-Denali Blvd)	\$ -	\$ 1,201,362.08	\$ -	\$ -	\$ -
251	42nd Avenue (Denali Blvd-School)	\$ -	\$ 1,477,264.59	\$ -	\$ -	\$ -
252	42nd Avenue (School-Reserve Blvd)	\$ -	\$ 293,894.69	\$ -	\$ -	\$ -
260	Reserve Boulevard (42nd-TAH Pkwy)	\$ -	\$ 764,123.87	\$ -	\$ -	\$ -
261	Hogan Street Park (West Village-TAH Pkwy)	\$ -	\$ 55,868.51	\$ -	\$ -	\$ -
270	SS Outfall (E470-Main St)	\$ -	\$ 127,637.58	\$ -	\$ -	\$ -
271	SS Outfall (Main St-38th Place/TAH Pkwy/Denali)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
272	SS Outfall (Main St-TAH Pkwy)	\$ -	\$ 8,289.66	\$ -	\$ -	\$ -
273	SS Outfall (TAH Pkwy-26th)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
274	SS Outfall (TAH Pkwy-38th Pkwy)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
280	Tributary T (38th-E470)	\$ -	\$ 3,707,506.17	\$ -	\$ 1,350,991.37	\$ -
281	Tributary T (E470-Main St)	\$ -	\$ 36,059.36	\$ -	\$ 481.39	\$ -
282	Tributary T (Main St-Gas X)	\$ -	\$ 305,343.12	\$ -	\$ 7,677.60	\$ -
283	Tributary T (Gas X-Denali Blvd)	\$ -	\$ 30,706.89	\$ -	\$ -	\$ -
284	Tributary T (Denali Blvd-38th Pkwy)	\$ -	\$ 37,370.29	\$ -	\$ -	\$ -
285	Tributary T (38th Pkwy-30th)	\$ -	\$ 8,512.60	\$ -	\$ -	\$ -
286	Tributary T (30th-26th)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
287	Tributary T (26th-Powhatan)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
288	Tributary T (Powhatan-Old Powhatan)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ -	\$ -	\$ -	\$ 1,165,066.43	\$ -
291	I-70 Interchange (Phase 2)	\$ -	\$ -	\$ -	\$ 71,389.53	\$ -
292	I-70 Interchange (Phase 3)	\$ -	\$ -	\$ -	\$ 20,714.80	\$ -
293	I-70 Interchange (Phase 4)	\$ -	\$ -	\$ -	\$ 14,641.97	\$ -
300	Powhatan Road (I-70-26th)	\$ -	\$ 22,995.00	\$ -	\$ 155,821.65	\$ 680.75
320	48th Avenue (E470-Main St)	\$ -	\$ 179.17	\$ -	\$ -	\$ -
321	48th Avenue (Main St-Denali Blvd)	\$ -	\$ 179.17	\$ -	\$ -	\$ -
322	48th Avenue (Denali Blvd-Harvest)	\$ -	\$ 358.34	\$ -	\$ -	\$ -
323	48th Avenue (Harvest-Powhatan)	\$ -	\$ 1,075.02	\$ -	\$ -	\$ -
330	West Village Avenue (Main-26th)	\$ -	\$ 51,277.50	\$ -	\$ -	\$ -
334	Hogan Street Park (West Village-TAH Pkwy)	\$ -	\$ 10,761.00	\$ -	\$ -	\$ -
399	COA 36" Waterline (26th to 48th)	\$ -	\$ 679,185.08	\$ -	\$ -	\$ -
400	Section 21/28 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 38,169.15
501	School 01	\$ -	\$ 84,892.79	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ -	\$ 156,528.95	\$ -	\$ -	\$ -
512	Recreation Center 02	\$ -	\$ 44,016.48	\$ -	\$ -	\$ -
531	Park 01	\$ -	\$ 145,608.07	\$ -	\$ -	\$ -
533	Park 03	\$ -	\$ 15,625.00	\$ -	\$ -	\$ -
534	Park 04	\$ -	\$ 1,389.00	\$ -	\$ -	\$ -
535	Park 05	\$ -	\$ 425.00	\$ -	\$ -	\$ -
901	Filing 01 - RAH	\$ -	\$ -	\$ 85,355.55	\$ -	\$ -
904	Filing 04 - Century	\$ -	\$ -	\$ 9,040.00	\$ -	\$ -
905	Filing 05 - Century	\$ -	\$ -	\$ -	\$ 3,955.00	\$ -
TOTALS -->		\$ 851,645.50	\$ 32,971,273.54	\$ 94,395.55	\$ 9,344,031.08	\$ 796,840.25

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

DISTRICT AGREEMENTS

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (unexecuted)

CONSTRUCTION DRAW REQUESTS

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019
- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019

- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020

Aerotropolis Area Coordinating Metropolitan District
Draw No. 26
August 20, 2020

<u>Vendor</u>	<u>Invoice No.</u>	<u>Date</u>	<u>Invoice Total</u>	<u>Capital Amount Requested</u>	<u>District - A Bonds</u>	<u>Distract - B Bonds</u>	<u>ARTA</u>	<u>ATEC</u>	<u>Developer</u>
Funding for contracts:									
AzTec	82643	03/13/20	4,860.00	4,860.00	4,860.00	-	-	-	-
AzTec	88757	07/01/20	522.00	522.00	522.00	-	-	-	-
AzTec	88806	07/01/20	2,550.00	2,550.00	2,550.00	-	-	-	-
AzTec	88756	07/01/20	3,283.00	3,283.00	3,283.00	-	-	-	-
AzTec	88755	07/01/20	2,250.00	2,250.00	2,250.00	-	-	-	-
AzTec	88754	07/01/20	3,456.00	3,456.00	3,456.00	-	-	-	-
AzTec	88752	07/01/20	2,365.00	2,365.00	2,365.00	-	-	-	-
AzTec	88805	07/01/20	8,226.06	8,226.06	2,888.86	-	5,337.20	-	-
Brightview	PayApp5	07/31/20	39,736.60	39,736.60	39,736.60	-	-	-	-
Contour Services	1056-25	07/24/20	83,672.14	83,672.14	32,421.43	-	51,250.71	-	-
CTL Thompson	552172	07/31/20	8,644.00	8,644.00	8,644.00	-	-	-	-
CTL Thompson	552173	07/31/20	301.00	301.00	-	-	301.00	-	-
CTL Thompson	549365	06/26/20	1,720.00	1,720.00	1,720.00	-	-	-	-
CTL Thompson	552174	07/31/20	11,355.50	11,355.50	11,355.50	-	-	-	-
CTL Thompson	552175	07/31/20	14,778.00	14,778.00	14,778.00	-	-	-	-
CTL Thompson	552176	07/31/20	737.00	737.00	737.00	-	-	-	-
CTL Thompson	552178	07/31/20	998.50	998.50	998.50	-	-	-	-
CTL Thompson	550192	06/30/20	28,050.00	28,050.00	14,971.41	-	13,078.59	-	-
CTL Thompson	549426	06/30/20	2,734.50	2,734.50	2,734.50	-	-	-	-
CTL Thompson	552177	07/31/20	355.00	355.00	355.00	-	-	-	-
CTL Thompson	549427	06/30/20	2,923.00	2,923.00	2,923.00	-	-	-	-
Dynaelectric	PayApp1	07/31/20	105,001.01	105,001.01	105,001.01	-	-	-	-
Golden Triangle	PayApp1	07/31/20	185,349.51	185,349.51	185,349.51	-	-	-	-
Iron Woman	PayApp6	07/24/20	166,377.97	166,377.97	166,377.97	-	-	-	-
JHL	PayApp4	07/31/20	1,644,687.20	1,644,687.20	646,270.01	-	998,417.19	-	-
Knight Hawk	4.16.20	04/16/20	2,000.00	2,000.00	2,000.00	-	-	-	-
Martin Marietta	PayApp6	07/27/20	38,950.57	38,950.57	38,950.57	-	-	-	-
Mad Vision	20-0803-4110	08/03/20	17,889.00	17,889.00	17,889.00	-	-	-	-
OX Blue	425833	08/01/20	4,536.00	4,536.00	4,536.00	-	-	-	-
OX Blue	420545	05/13/20	26,596.00	26,596.00	26,596.00	-	-	-	-
Pase	PayApp#17	07/24/20	9,387.43	9,387.43	9,387.43	-	-	-	-
Pase	PayApp7	07/24/20	1,425.00	1,425.00	1,425.00	-	-	-	-
Pase	PayApp6	07/24/20	46,545.24	46,545.24	46,545.24	-	-	-	-
Premier Earthwork	PayApp2	07/09/20	40,379.06	40,379.06	40,379.06	-	-	-	-
Sunstate	7956739-015	03/17/20	1,691.54	1,691.54	1,691.54	-	-	-	-
Sunstate	7956739-016	04/14/20	1,691.54	1,691.54	1,691.54	-	-	-	-
Sunstate	7956739-019	04/23/20	851.74	851.74	851.74	-	-	-	-
Stormwater Risk Management	PayApp7	07/28/20	5,715.39	5,715.39	-	5,715.39	-	-	-
Stormwater Risk Management	PayApp17	07/24/20	28,645.60	28,645.60	28,645.60	-	-	-	-
Stormwater Risk Management	PayApp17	07/28/20	4,957.57	4,957.57	4,957.57	-	-	-	-
Stormwater Risk Management	PayApp15	07/28/20	11,622.39	11,622.39	11,622.39	-	-	-	-
Stormwater Risk Management	PayApp10	07/28/20	11,995.55	11,995.55	11,995.55	-	-	-	-
Stormwater Risk Management	PayApp11	07/28/20	26,788.56	26,788.56	26,788.56	-	-	-	-
Stormwater Risk Management	PayApp8	07/28/20	7,621.73	7,621.73	7,621.73	-	-	-	-
Stormwater Risk Management	PayApp8	07/28/20	20,882.68	20,882.68	-	-	-	20,882.68	-
Stormwater Risk Management	PayApp4	07/28/20	5,359.65	5,359.65	41,833.65	-	(36,474.00)	-	-
Wagner Construction	PayApp11	07/28/20	13,526.48	13,526.48	13,526.48	-	-	-	-
West Direct	43465095	02/04/20	315.84	315.84	315.84	-	-	-	-
West Direct	43543657	04/10/20	300.01	300.01	300.01	-	-	-	-
West Direct	43553335	04/21/20	108.76	108.76	108.76	-	-	-	-
Liberty Site Service	A-96266	07/23/20	112.00	112.00	112.00	-	-	-	-
Total Contracts			2,654,828.32	2,654,828.32	1,596,319.56	5,715.39	1,031,910.69	20,882.68	-

Aerotropolis Area Coordinating Metropolitan District
Draw No. 26
August 20, 2020

Vendor	Invoice No.	Date	Invoice Total	Capital Amount Requested	District - A Bonds	Distract - B Bonds	ARTA	ATEC	Developer
Funding for Design:									
AzTec	90018	07/20/20	15,760.00	15,760.00	15,760.00	-	-	-	-
Beam Longest Neff	64208	08/03/20	1,696.25	1,696.25	-	-	1,696.25	-	-
Beam Longest Neff	64209	08/03/20	33,310.00	33,310.00	-	-	33,310.00	-	-
Beam Longest Neff	64210	08/03/20	6,920.00	6,920.00	-	-	6,920.00	-	-
Big West	105	06/30/20	22,300.00	22,300.00	-	-	-	-	22,300.00
Cage	3737	08/07/20	852.50	852.50	852.50	-	-	-	-
Contour	1056-25	07/24/20	3,500.00	3,500.00	3,500.00	-	-	-	-
Ecological Resources	10487	08/05/20	265.50	265.50	265.50	-	-	-	-
EV Studio	19120-9	07/31/20	28,530.00	28,530.00	28,530.00	-	-	-	-
Fellsburg Holt & Ullevig	27858	07/24/20	9,743.75	9,743.75	-	-	9,743.75	-	-
HR Green	136963	08/03/20	1,452.50	1,452.50	1,452.50	-	-	-	-
HR Green	136964	08/03/20	18,928.68	18,928.68	18,928.68	-	-	-	-
HR Green	136965	08/03/20	200.00	200.00	200.00	-	-	-	-
HR Green	136966	08/03/20	100.00	100.00	100.00	-	-	-	-
HR Green	136967	08/03/20	6,285.00	6,285.00	6,285.00	-	-	-	-
HR Green	136968	08/03/20	9,307.50	9,307.50	9,307.50	-	-	-	-
HR Green	136970	08/03/20	1,938.00	1,938.00	1,938.00	-	-	-	-
HR Green	136971	08/03/20	8,825.50	8,825.50	8,825.50	-	-	-	-
HR Green	136971	08/03/20	1,000.00	1,000.00	1,000.00	-	-	-	-
HR Green	136975	08/03/20	1,961.00	1,961.00	-	-	1,961.00	-	-
HR Green	136977	08/03/20	14,569.00	14,569.00	-	-	14,569.00	-	-
HR Green	136978	08/03/20	14,572.50	14,572.50	14,572.50	-	-	-	-
HR Green	136980	08/03/20	2,884.50	2,884.50	2,884.50	-	-	-	-
HR Green	136982	08/03/20	1,000.00	1,000.00	1,000.00	-	-	-	-
Kumar	199,815.00	7/9/2020	496.25	496.25	-	-	496.25	-	-
Lamb-Star	B200800.04-6726	7/9/2020	5,529.10	5,529.10	-	-	5,529.10	-	-
Lamb-Star	B200800.05-6727	7/9/2020	10,102.10	10,102.10	-	-	10,102.10	-	-
Lamb-Star	B200800.06-6728	7/9/2020	9,151.30	9,151.30	-	-	9,151.30	-	-
Merrick	192199	08/01/20	30,077.25	30,077.25	30,077.25	-	-	-	-
Merrick	192197	07/30/20	3,196.18	3,196.18	3,196.18	-	-	-	-
Merrick	192208	07/30/20	24,194.40	24,194.40	24,194.40	-	-	-	-
Merrick	192191	07/30/20	3,896.99	3,896.99	3,896.99	-	-	-	-
Merrick	192193	08/01/20	2,720.76	2,720.76	2,720.76	-	-	-	-
MyAsset Map	777-20-77-0555	08/04/20	32,200.00	32,200.00	32,200.00	-	-	-	-
Norris Design	01-59440	06/30/20	14,236.25	14,236.25	14,236.25	-	-	-	-
Norris Design	01-59346	06/30/20	4,792.18	4,792.18	4,792.18	-	-	-	-
Norris Design	01-59484	06/30/20	1,110.00	1,110.00	-	-	1,110.00	-	-
Norris Design	01-59455	06/30/20	290.00	290.00	290.00	-	-	-	-
Norris Design	01-59482	06/30/20	565.00	565.00	565.00	-	-	-	-
Norris Design	01-59481	06/30/20	40.00	40.00	17.20	-	22.80	-	-
Norris Design	01-59485	06/30/20	40.00	40.00	40.00	-	-	-	-
Norris Design	01-59454	06/30/20	1,445.00	1,445.00	939.25	-	505.75	-	-
Norris Design	01-59480	06/30/20	890.00	890.00	890.00	-	-	-	-
Norris Design	01-59483	06/30/20	40.00	40.00	40.00	-	-	-	-
Norris Design	01-59379	06/30/20	30,935.25	30,935.25	30,935.25	-	-	-	-
Norris Design	01-59254	06/30/20	1,210.00	1,210.00	1,210.00	-	-	-	-
Norris Design	01-59055	06/30/20	195.00	195.00	195.00	-	-	-	-
Norris Design	01-59223	06/30/20	1,009.00	1,009.00	1,009.00	-	-	-	-
Norris Design	01-59113	06/30/20	7,740.50	7,740.50	7,740.50	-	-	-	-
Norris Design	01-59478	06/30/20	240.00	240.00	240.00	-	-	-	-
Norris Design	01-58997	06/30/20	425.00	425.00	425.00	-	-	-	-
Norris Design	01-58998	06/30/20	6,481.00	6,481.00	6,481.00	-	-	-	-
Schedio Group	181106-18-0550	07/31/20	23,377.50	23,377.50	23,377.50	-	-	-	-
Schedio Group	181107-18-0552	07/31/20	9,150.00	9,150.00	-	-	9,150.00	-	-
Stormwater Risk Mgt	PayApp19	07/31/20	33,930.00	33,930.00	29,175.00	1,585.00	1,585.00	1,585.00	-
Summit Strategies	1267	08/01/20	44,975.00	44,975.00	36,879.50	-	7,645.75	449.75	-
Terra Forma Solutions	374	08/01/20	40,250.00	40,250.00	26,162.50	-	13,282.50	805.00	-
Total Design			550,833.19	550,833.19	397,327.89	1,585.00	126,780.55	2,839.75	22,300.00
Total amount of checks				3,205,661.51	1,993,647.45	7,300.39	1,158,691.24	23,722.43	22,300.00
Interim Payments									
City of Aurora				22,854.00	5,904.00	12,995.00	3,955.00	-	-
Xcel Energy				6,483.88	6,483.88	-	-	-	-
Colorado Barricades				2,075.00	2,075.00	-	-	-	-
Total amount of Draw 26				\$ 3,237,074.39	\$ 2,008,110.33	\$ 20,295.39	\$ 1,162,646.24	\$ 23,722.43	\$ 22,300.00

Aerotropolis Area Coordinating Metro District

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Check List

All Bank Accounts

August 18, 2020

Check Number	Check Date	Payee	Amount
Vendor Checks			
1713	08/18/20	Aztec Consultants, Inc	43,272.06
1714	08/18/20	Beam Longest Neff	41,926.25
1715	08/18/20	Big West Consulting	22,300.00
1716	08/18/20	BrightView Landscape Development	39,736.60
1717	08/18/20	Cage Civil Engineering	852.50
1718	08/18/20	Contour Services, LLC	87,172.14
1719	08/18/20	CTL Thompson, INC	72,596.50
1720	08/18/20	Dynaelectric Company, Inc.	105,001.01
1721	08/18/20	Ecological Resource Consultants, Inc	265.50
1722	08/18/20	EVstudio	28,530.00
1723	08/18/20	FELSBURG HOLT & ULLEVIG	9,743.75
1724	08/18/20	Golden Triangle Construction, Inc.	185,349.51
1725	08/18/20	HR Green Development, LLC	83,024.18
1726	08/18/20	Iron Woman	166,377.97
1727	08/18/20	JHL Constructors, Inc	1,644,687.20
1728	08/18/20	Knighthawk Electric	2,000.00
1729	08/18/20	Kumar & Associates Inc.	496.25
1730	08/18/20	Lamb-Star Engineering, LP	24,782.50
1731	08/18/20	Liberty Waste Management	112.00
1732	08/18/20	Mad Vision LLC	17,889.00
1733	08/18/20	Martin Marietta	38,950.57
1734	08/18/20	Merrick & Company	64,085.58
1735	08/18/20	My Asset Map LLC	32,200.00
1736	08/18/20	NORRIS DESIGN	71,684.18
1737	08/18/20	Ox Blue	31,132.00
1738	08/18/20	Pase Contracting Inc	57,357.67
1739	08/18/20	Premier Earthworks & Infrastructure, Inc	40,379.06
1740	08/18/20	Schedio Group LLC	32,527.50
1741	08/18/20	STORMWATER RISK MANAGEMENT LLC	157,519.12
1742	08/18/20	Summit Strategies	44,975.00
1743	08/18/20	Sunstate Equipment Co.	4,234.82
1744	08/18/20	Terra Forma Solutions, Inc.	40,250.00
1745	08/18/20	Wagner Constructors Inc. - Colorado	13,526.48
1746	08/18/20	West Direct Equipment Savers	724.61
Vendor Check Total			<u>3,205,661.51</u>
Check List Total			<u><u>3,205,661.51</u></u>

Check count = 34

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Aztec	Aztec Consultants, Inc				
Reference:	88805	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - Aztec Consultants, Inc	5,337.20			
307867	Trib T Geomorphology - Aztec Consultants, Inc	2,888.86			
	Totals	8,226.06	0.00	8,226.06	8,226.06
Reference:	88752	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307821	Landscape, Hardscape & Monumentation - Aztec Consultants, Inc	2,365.00			
	Totals	2,365.00	0.00	2,365.00	2,365.00
Reference:	88754	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307867	Trib T Geomorphology - Aztec Consultants, Inc	3,456.00			
	Totals	3,456.00	0.00	3,456.00	3,456.00
Reference:	88806	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307855	Streets - Aztec Consultants, Inc	2,550.00			
	Totals	2,550.00	0.00	2,550.00	2,550.00
Reference:	88755	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307880	Waterline - Aztec Consultants, Inc	2,250.00			
	Totals	2,250.00	0.00	2,250.00	2,250.00
Reference:	88756	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - Aztec Consultants, Inc	3,283.00			
	Totals	3,283.00	0.00	3,283.00	3,283.00
Reference:	88757	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307858	Sanitary Sewer Interceptor - Aztec Consultants, Inc	522.00			
	Totals	522.00	0.00	522.00	522.00
Reference:	82643	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307855	Streets - Aztec Consultants, Inc	4,860.00			
	Totals	4,860.00	0.00	4,860.00	4,860.00
Reference:	90018	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307871	Surveying - Aztec Consultants, Inc	15,760.00			
	Totals	15,760.00	0.00	15,760.00	15,760.00
	Totals for Aztec Consultants, Inc	43,272.06	0.00	43,272.06	43,272.06
Beam	Beam Longest Neff				
Reference:	64210	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
301250	Accounts Receivable - ARTA - Beam Longest Neff	6,920.00			
	Totals	6,920.00	0.00	6,920.00	6,920.00
Reference:	64209	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	33,310.00			
	Totals	33,310.00	0.00	33,310.00	33,310.00
Reference:	64208	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	1,696.25			
	Totals	1,696.25	0.00	1,696.25	1,696.25
	Totals for Beam Longest Neff	41,926.25	0.00	41,926.25	41,926.25
BIGWEST	Big West Consulting				
Reference:	105	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301251	Accounts Receivable - Developer - Big West Consulting	22,300.00			
	Totals	22,300.00	0.00	22,300.00	22,300.00
	Totals for Big West Consulting	22,300.00	0.00	22,300.00	22,300.00
BRIGHTVIEW	BrightView Landscape Development				
Reference:	PayApp5	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - BrightView Landscape Development	(2,091.40)			
307821	Landscape, Hardscape & Monumentation - BrightView Landscape Development	41,828.00			
	Totals	39,736.60	0.00	39,736.60	39,736.60
	Totals for BrightView Landscape Development	39,736.60	0.00	39,736.60	39,736.60
CAGE Civil	Cage Civil Engineering				
Reference:	3737	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - Cage Civil Engineering	852.50			
	Totals	852.50	0.00	852.50	852.50
	Totals for Cage Civil Engineering	852.50	0.00	852.50	852.50
Contour	Contour Services, LLC				
Reference:	1056-25	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307821	Landscape, Hardscape & Monumentation - Contour Services, LLC	2,162.50			
301250	Accounts Receivable - ARTA - Contour Services, LLC	51,250.71			
307859	Utilities - Contour Services, LLC	9,097.47			
307867	Trib T Geomorphology - Contour Services, LLC	19,385.79			

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
307865	Construction Assistance - Contour Services, LLC	3,500.00			
307880	Waterline - Contour Services, LLC	1,775.67			
	Totals	87,172.14	0.00	87,172.14	87,172.14
	Totals for Contour Services, LLC	87,172.14	0.00	87,172.14	87,172.14
CTL Thompson	CTL Thompson, INC				
Reference:	549427	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307821	Landscape, Hardscape & Monumentation - CTL Thompson, INC	2,923.00			
	Totals	2,923.00	0.00	2,923.00	2,923.00
Reference:	549426	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307867	Trib T Geomorphology - CTL Thompson, INC	2,734.50			
	Totals	2,734.50	0.00	2,734.50	2,734.50
Reference:	550192	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - CTL Thompson, INC	13,078.59			
307867	Trib T Geomorphology - CTL Thompson, INC	14,971.41			
	Totals	28,050.00	0.00	28,050.00	28,050.00
Reference:	552178	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307821	Landscape, Hardscape & Monumentation - CTL Thompson, INC	998.50			
	Totals	998.50	0.00	998.50	998.50
Reference:	552176	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - CTL Thompson, INC	737.00			
	Totals	737.00	0.00	737.00	737.00
Reference:	552175	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307880	Waterline - CTL Thompson, INC	14,778.00			
	Totals	14,778.00	0.00	14,778.00	14,778.00
Reference:	549365	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - CTL Thompson, INC	1,720.00			
	Totals	1,720.00	0.00	1,720.00	1,720.00
Reference:	552174	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - CTL Thompson, INC	11,355.50			
	Totals	11,355.50	0.00	11,355.50	11,355.50
Reference:	552172	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - CTL Thompson, INC	8,644.00			
	Totals	8,644.00	0.00	8,644.00	8,644.00
Reference:	552173	Date:	07/31/20	Discount exp date:	

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account: 301250	302500 Accounts Receivable - ARTA - CTL Thompson, INC	Due date: 07/31/20 301.00	Payment term:		
	Totals	301.00	0.00	301.00	301.00
Reference: GL AP account: 307867	552177 302500 Trib T Geomorphology - CTL Thompson, INC	Date: 07/31/20 Due date: 07/31/20 355.00	Discount exp date: Payment term:		
	Totals	355.00	0.00	355.00	355.00
	Totals for CTL Thompson, INC	72,596.50	0.00	72,596.50	72,596.50
Dynalectri	Dynalectric Company, Inc.				
Reference: GL AP account: 307855 302501	PayApp01 302500 Streets - Dynalectric Company, Inc. Retainage Payable - Dynalectric Company, Inc.	Date: 07/31/20 Due date: 07/31/20 110,527.38 (5,526.37)	Discount exp date: Payment term:		
	Totals	105,001.01	0.00	105,001.01	105,001.01
	Totals for Dynalectric Company, Inc.	105,001.01	0.00	105,001.01	105,001.01
Ecological	Ecological Resource Consultants, Inc				
Reference: GL AP account: 307867	10487 302500 Trib T Geomorphology - Ecological Resource Consultants, Inc	Date: 07/31/20 Due date: 07/31/20 265.50	Discount exp date: Payment term:		
	Totals	265.50	0.00	265.50	265.50
	Totals for Ecological Resource Consultants, Inc	265.50	0.00	265.50	265.50
EV	EVstudio				
Reference: GL AP account: 307864	19120-9 302500 Monument Design - EVstudio	Date: 07/31/20 Due date: 07/31/20 28,530.00	Discount exp date: Payment term:		
	Totals	28,530.00	0.00	28,530.00	28,530.00
	Totals for EVstudio	28,530.00	0.00	28,530.00	28,530.00
FELSBURGHOL	FELSBURG HOLT & ULLEVIG				
Reference: GL AP account: 301250	27858 302500 Accounts Receivable - ARTA - FELSBURG HOLT & ULLEVIG	Date: 07/31/20 Due date: 07/31/20 9,743.75	Discount exp date: Payment term:		
	Totals	9,743.75	0.00	9,743.75	9,743.75
	Totals for FELSBURG HOLT & ULLEVIG	9,743.75	0.00	9,743.75	9,743.75
Golden Tria	Golden Triangle Construction, Inc.				
Reference: GL AP account: 307803 302501	PayApp1 302500 Entry Monument - Golden Triangle Construction, Inc. Retainage Payable - Golden Triangle Construction, Inc.	Date: 07/31/20 Due date: 07/31/20 195,104.75 (9,755.24)	Discount exp date: Payment term:		

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	185,349.51	0.00	185,349.51	185,349.51
	Totals for Golden Triangle Construction, Inc.	<u>185,349.51</u>	<u>0.00</u>	<u>185,349.51</u>	<u>185,349.51</u>
HR	HR Green Development, LLC				
Reference:	136978	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>14,572.50</u>			
	Totals	14,572.50	0.00	14,572.50	14,572.50
Reference:	136963	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>1,452.50</u>			
	Totals	1,452.50	0.00	1,452.50	1,452.50
Reference:	136964	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>18,928.68</u>			
	Totals	18,928.68	0.00	18,928.68	18,928.68
Reference:	136965	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>200.00</u>			
	Totals	200.00	0.00	200.00	200.00
Reference:	136966	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>100.00</u>			
	Totals	100.00	0.00	100.00	100.00
Reference:	136967	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>6,285.00</u>			
	Totals	6,285.00	0.00	6,285.00	6,285.00
Reference:	136968	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>9,307.50</u>			
	Totals	9,307.50	0.00	9,307.50	9,307.50
Reference:	136970	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>1,938.00</u>			
	Totals	1,938.00	0.00	1,938.00	1,938.00
Reference:	136971	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>8,825.50</u>			
	Totals	8,825.50	0.00	8,825.50	8,825.50
Reference:	136974	Date:	07/31/20	Discount exp date:	

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account: 307866	302500 Civil Engineering - HR Green Development, LLC	Due date: 07/31/20 1,000.00	Payment term:		
	Totals	1,000.00	0.00	1,000.00	1,000.00
Reference: GL AP account: 301250	136975 302500 Accounts Receivable - ARTA - HR Green Development, LLC	Date: 07/31/20 Due date: 07/31/20 1,961.00	Discount exp date: Payment term:		
	Totals	1,961.00	0.00	1,961.00	1,961.00
Reference: GL AP account: 301250	136977 302500 Accounts Receivable - ARTA - HR Green Development, LLC	Date: 07/31/20 Due date: 07/31/20 14,569.00	Discount exp date: Payment term:		
	Totals	14,569.00	0.00	14,569.00	14,569.00
Reference: GL AP account: 307866	136980 302500 Civil Engineering - HR Green Development, LLC	Date: 07/31/20 Due date: 07/31/20 2,884.50	Discount exp date: Payment term:		
	Totals	2,884.50	0.00	2,884.50	2,884.50
Reference: GL AP account: 307866	136982 302500 Civil Engineering - HR Green Development, LLC	Date: 07/31/20 Due date: 07/31/20 1,000.00	Discount exp date: Payment term:		
	Totals	1,000.00	0.00	1,000.00	1,000.00
	Totals for HR Green Development, LLC	83,024.18	0.00	83,024.18	83,024.18
Iron	Iron Woman				
Reference: GL AP account: 307859 302501	10192342-6 302500 Utilities - Iron Woman Retainage Payable - Iron Woman	Date: 07/31/20 Due date: 07/31/20 175,134.71 (8,756.74)	Discount exp date: Payment term:		
	Totals	166,377.97	0.00	166,377.97	166,377.97
	Totals for Iron Woman	166,377.97	0.00	166,377.97	166,377.97
JHL	JHL Constructors, Inc				
Reference: GL AP account: 301250 307867 302501	PayApp4 302500 Accounts Receivable - ARTA - JHL Constructors, Inc Trib T Geomorphology - JHL Constructors, Inc Retainage Payable - JHL Constructors, Inc	Date: 07/31/20 Due date: 07/31/20 998,417.19 732,832.49 (86,562.48)	Discount exp date: Payment term:		
	Totals	1,644,687.20	0.00	1,644,687.20	1,644,687.20
	Totals for JHL Constructors, Inc	1,644,687.20	0.00	1,644,687.20	1,644,687.20
KNIGHT	Knighthawk Electric				
Reference: GL AP account: 307470	04/16/2020 302500 Construction trailer expenses - Knighthawk Electric	Date: 07/31/20 Due date: 07/31/20 2,000.00	Discount exp date: Payment term:		

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	2,000.00	0.00	2,000.00	2,000.00
	Totals for Knighthawk Electric	<u>2,000.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>2,000.00</u>
KUMAR	Kumar & Associates Inc.				
Reference:	199815	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - Kumar & Associates Inc.	<u>496.25</u>			
	Totals	496.25	0.00	496.25	496.25
	Totals for Kumar & Associates Inc.	<u>496.25</u>	<u>0.00</u>	<u>496.25</u>	<u>496.25</u>
LAMB	Lamb-Star Engineering, LP				
Reference:	B200800.04-6726	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - Lamb-Star Engineering, LP	<u>5,529.10</u>			
	Totals	5,529.10	0.00	5,529.10	5,529.10
Reference:	B200800.05-6727	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - Lamb-Star Engineering, LP	<u>10,102.10</u>			
	Totals	10,102.10	0.00	10,102.10	10,102.10
Reference:	B200800.06-6729	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - Lamb-Star Engineering, LP	<u>9,151.30</u>			
	Totals	9,151.30	0.00	9,151.30	9,151.30
	Totals for Lamb-Star Engineering, LP	<u>24,782.50</u>	<u>0.00</u>	<u>24,782.50</u>	<u>24,782.50</u>
LIBERTY	Liberty Waste Management				
Reference:	A-96266	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307470	Construction trailer expenses - Liberty Waste Management	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
	Totals for Liberty Waste Management	<u>112.00</u>	<u>0.00</u>	<u>112.00</u>	<u>112.00</u>
MADVISION	Mad Vision LLC				
Reference:	20-0803-4110	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307851	Camera Monitoring - Mad Vision LLC	<u>17,889.00</u>			
	Totals	17,889.00	0.00	17,889.00	17,889.00
	Totals for Mad Vision LLC	<u>17,889.00</u>	<u>0.00</u>	<u>17,889.00</u>	<u>17,889.00</u>
MARTIN	Martin Marietta				
Reference:	PayApp6	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307859	Utilities - Martin Marietta	<u>41,000.60</u>			

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GL Account	Description		Gross Open Amount	Discount Available	Net Open Amount	Cash Required
302501	Retainage Payable - Martin Marietta		(2,050.03)			
	Totals		38,950.57	0.00	38,950.57	38,950.57
	Totals for Martin Marietta		<u>38,950.57</u>	<u>0.00</u>	<u>38,950.57</u>	<u>38,950.57</u>
Merrick	Merrick & Company					
Reference:	192199	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307867	Trib T Geomorphology - Merrick & Company		30,077.25			
	Totals		30,077.25	0.00	30,077.25	30,077.25
Reference:	192197	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307867	Trib T Geomorphology - Merrick & Company		3,196.18			
	Totals		3,196.18	0.00	3,196.18	3,196.18
Reference:	192208	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307867	Trib T Geomorphology - Merrick & Company		24,194.40			
	Totals		24,194.40	0.00	24,194.40	24,194.40
Reference:	192193	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307867	Trib T Geomorphology - Merrick & Company		2,720.76			
	Totals		2,720.76	0.00	2,720.76	2,720.76
Reference:	192191	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307867	Trib T Geomorphology - Merrick & Company		3,896.99			
	Totals		3,896.99	0.00	3,896.99	3,896.99
	Totals for Merrick & Company		<u>64,085.58</u>	<u>0.00</u>	<u>64,085.58</u>	<u>64,085.58</u>
MYASSET	My Asset Map LLC					
Reference:	777-20-77-0555	Date:	07/31/20	Discount exp date:		
GL AP account:	302500	Due date:	07/31/20	Payment term:		
307806	GIS Services - My Asset Map LLC		32,200.00			
	Totals		32,200.00	0.00	32,200.00	32,200.00
	Totals for My Asset Map LLC		<u>32,200.00</u>	<u>0.00</u>	<u>32,200.00</u>	<u>32,200.00</u>
NORRISDESIG	NORRIS DESIGN					
Reference:	01-59440	Date:	06/30/20	Discount exp date:		
GL AP account:	302500	Due date:	06/30/20	Payment term:		
307801	Landscape/Planning - NORRIS DESIGN		14,236.25			
	Totals		14,236.25	0.00	14,236.25	14,236.25
Reference:	01-59346	Date:	06/30/20	Discount exp date:		
GL AP account:	302500	Due date:	06/30/20	Payment term:		
307801	Landscape/Planning - NORRIS DESIGN		4,792.18			
	Totals		4,792.18	0.00	4,792.18	4,792.18
Reference:	01-59484	Date:	06/30/20	Discount exp date:		
GL AP account:	302500	Due date:	06/30/20	Payment term:		

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
301250	Accounts Receivable - ARTA - NORRIS DESIGN	1,110.00			
	Totals	1,110.00	0.00	1,110.00	1,110.00
Reference:	01-59455	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	290.00			
	Totals	290.00	0.00	290.00	290.00
Reference:	01-59482	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	565.00			
	Totals	565.00	0.00	565.00	565.00
Reference:	01-59481	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	17.20			
301250	Accounts Receivable - ARTA - NORRIS DESIGN	22.80			
	Totals	40.00	0.00	40.00	40.00
Reference:	01-59485	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	40.00			
	Totals	40.00	0.00	40.00	40.00
Reference:	01-59454	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
301250	Accounts Receivable - ARTA - NORRIS DESIGN	505.75			
307801	Landscape/Planning - NORRIS DESIGN	939.25			
	Totals	1,445.00	0.00	1,445.00	1,445.00
Reference:	01-59480	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	890.00			
	Totals	890.00	0.00	890.00	890.00
Reference:	01-59483	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	40.00			
	Totals	40.00	0.00	40.00	40.00
Reference:	01-59379	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	30,935.25			
	Totals	30,935.25	0.00	30,935.25	30,935.25
Reference:	01-59254	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	1,210.00			
	Totals	1,210.00	0.00	1,210.00	1,210.00
Reference:	01-59055	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307801	Landscape/Planning - NORRIS DESIGN	195.00			
	Totals	195.00	0.00	195.00	195.00
Reference:	01-59223	Date:	06/30/20	Discount exp date:	

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account: 307801	302500 Landscape/Planning - NORRIS DESIGN	Due date: 06/30/20 <u>1,009.00</u>	Payment term:		
	Totals	1,009.00	0.00	1,009.00	1,009.00
Reference: GL AP account: 307801	01-59113 302500 Landscape/Planning - NORRIS DESIGN	Date: 06/30/20 Due date: 06/30/20 <u>7,740.50</u>	Discount exp date: Payment term:		
	Totals	7,740.50	0.00	7,740.50	7,740.50
Reference: GL AP account: 307801	01-59478 302500 Landscape/Planning - NORRIS DESIGN	Date: 06/30/20 Due date: 06/30/20 <u>240.00</u>	Discount exp date: Payment term:		
	Totals	240.00	0.00	240.00	240.00
Reference: GL AP account: 307801	01-58997 302500 Landscape/Planning - NORRIS DESIGN	Date: 06/30/20 Due date: 06/30/20 <u>425.00</u>	Discount exp date: Payment term:		
	Totals	425.00	0.00	425.00	425.00
Reference: GL AP account: 307801	01-58998 302500 Landscape/Planning - NORRIS DESIGN	Date: 06/30/20 Due date: 06/30/20 <u>6,481.00</u>	Discount exp date: Payment term:		
	Totals	6,481.00	0.00	6,481.00	6,481.00
	Totals for NORRIS DESIGN	<u>71,684.18</u>	<u>0.00</u>	<u>71,684.18</u>	<u>71,684.18</u>
Ox Blue	Ox Blue				
Reference: GL AP account: 307851	425833 302500 Camera Monitoring - Ox Blue	Date: 07/31/20 Due date: 07/31/20 <u>4,536.00</u>	Discount exp date: Payment term:		
	Totals	4,536.00	0.00	4,536.00	4,536.00
Reference: GL AP account: 307851	420545 302500 Camera Monitoring - Ox Blue	Date: 07/31/20 Due date: 07/31/20 <u>26,596.00</u>	Discount exp date: Payment term:		
	Totals	26,596.00	0.00	26,596.00	26,596.00
	Totals for Ox Blue	<u>31,132.00</u>	<u>0.00</u>	<u>31,132.00</u>	<u>31,132.00</u>
Pase Contra	Pase Contracting Inc				
Reference: GL AP account: 302501 307855	PayApp17 302500 Retainage Payable - Pase Contracting Inc Streets - Pase Contracting Inc	Date: 07/31/20 Due date: 07/31/20 (494.07) <u>9,881.50</u>	Discount exp date: Payment term:		
	Totals	9,387.43	0.00	9,387.43	9,387.43
Reference: GL AP account: 302501 307867	PayApp6 302500 Retainage Payable - Pase Contracting Inc Trib T Geomorphology - Pase Contracting Inc	Date: 07/31/20 Due date: 07/31/20 (2,449.76) <u>48,995.00</u>	Discount exp date: Payment term:		
	Totals	46,545.24	0.00	46,545.24	46,545.24
Reference: GL AP account: 307880 302501	PayApp7 302500 Waterline - Pase Contracting Inc Retainage Payable - Pase Contracting Inc	Date: 07/31/20 Due date: 07/31/20 1,500.00 (75.00)	Discount exp date: Payment term:		

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	1,425.00	0.00	1,425.00	1,425.00
	Totals for Pase Contracting Inc	<u>57,357.67</u>	<u>0.00</u>	<u>57,357.67</u>	<u>57,357.67</u>
Premier Ear	Premier Earthworks & Infrastructure, Inc				
Reference:	202004.02	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307821	Landscape, Hardscape & Monumentation - Premier Earthworks & Infrastructure, Inc	42,504.27			
302501	Retainage Payable - Premier Earthworks & Infrastructure, Inc	<u>(2,125.21)</u>			
	Totals	40,379.06	0.00	40,379.06	40,379.06
	Totals for Premier Earthworks & Infrastructure, Inc	<u>40,379.06</u>	<u>0.00</u>	<u>40,379.06</u>	<u>40,379.06</u>
SCHEDIO	Schedio Group LLC				
Reference:	181106-18-0550	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307805	Cost Verification - Schedio Group LLC	23,377.50			
	Totals	23,377.50	0.00	23,377.50	23,377.50
Reference:	181107-18-0552	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301250	Accounts Receivable - ARTA - Schedio Group LLC	9,150.00			
	Totals	9,150.00	0.00	9,150.00	9,150.00
	Totals for Schedio Group LLC	<u>32,527.50</u>	<u>0.00</u>	<u>32,527.50</u>	<u>32,527.50</u>
STORMWATERL	Stormwater Logistics				
Reference:	PayApp10	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301254	Accounts Receivable - ATEC - Stormwater Logistics	1,585.00			
301250	Accounts Receivable - ARTA - Stormwater Logistics	1,585.00			
307873	Stormwater Management - Stormwater Logistics	<u>30,760.00</u>			
	Totals	33,930.00	0.00	33,930.00	33,930.00
Reference:	PayApp17	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307855	Streets - Stormwater Logistics	30,153.27			
302501	Retainage Payable - Stormwater Logistics	<u>(1,507.67)</u>			
	Totals	28,645.60	0.00	28,645.60	28,645.60
Reference:	PayApp17	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(260.93)			
307858	Sanitary Sewer Interceptor - Stormwater Logistics	<u>5,218.50</u>			
	Totals	4,957.57	0.00	4,957.57	4,957.57
Reference:	PayApp10	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(631.35)			
307859	Utilities - Stormwater Logistics	<u>12,626.90</u>			

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	11,995.55	0.00	11,995.55	11,995.55
Reference:	PayApp11	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(1,409.93)			
307868	Grading/Earthwork - Stormwater Logistics	28,198.49			
	Totals	26,788.56	0.00	26,788.56	26,788.56
Reference:	PayApp8	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(401.15)			
307868	Grading/Earthwork - Stormwater Logistics	8,022.88			
	Totals	7,621.73	0.00	7,621.73	7,621.73
Reference:	PayApp8	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301254	Accounts Receivable - ATEC - Stormwater Logistics	20,882.68			
	Totals	20,882.68	0.00	20,882.68	20,882.68
Reference:	PayApp7	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307868	Grading/Earthwork - Stormwater Logistics	6,016.20			
302501	Retainage Payable - Stormwater Logistics	(300.81)			
	Totals	5,715.39	0.00	5,715.39	5,715.39
Reference:	PayApp4	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(282.09)			
307821	Landscape, Hardscape & Monumentation - Stormwater Logistics	5,641.74			
	Totals	5,359.65	0.00	5,359.65	5,359.65
Reference:	PayApp15	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Stormwater Logistics	(611.71)			
307855	Streets - Stormwater Logistics	12,234.10			
	Totals	11,622.39	0.00	11,622.39	11,622.39
	Totals for Stormwater Logistics	157,519.12	0.00	157,519.12	157,519.12
SUMMITSTRAT	Summit Strategies				
Reference:	1267	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
301254	Accounts Receivable - ATEC - Summit Strategies	449.75			
307863	Project Assistance - Summit Strategies	36,879.50			
301250	Accounts Receivable - ARTA - Summit Strategies	7,645.75			
	Totals	44,975.00	0.00	44,975.00	44,975.00
	Totals for Summit Strategies	44,975.00	0.00	44,975.00	44,975.00
SUNSTATE	Sunstate Equipment Co.				
Reference:	7956739-015	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307470	Construction trailer expenses - Sunstate Equipment Co.	1,691.54			

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	1,691.54	0.00	1,691.54	1,691.54
Reference:	7956739-016	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307470	Construction trailer expenses - Sunstate Equipment Co.	1,691.54			
	Totals	1,691.54	0.00	1,691.54	1,691.54
Reference:	7956739-019	Date:	06/30/20	Discount exp date:	
GL AP account:	302500	Due date:	06/30/20	Payment term:	
307470	Construction trailer expenses - Sunstate Equipment Co.	851.74			
	Totals	851.74	0.00	851.74	851.74
Totals for Sunstate Equipment Co.		<u>4,234.82</u>	<u>0.00</u>	<u>4,234.82</u>	<u>4,234.82</u>
TERRA	Terra Forma Solutions, Inc.				
Reference:	374	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307862	Program Management - Terra Forma Solutions, Inc.	26,162.50			
301254	Accounts Receivable - ATEC - Terra Forma Solutions, Inc.	805.00			
301250	Accounts Receivable - ARTA - Terra Forma Solutions, Inc.	13,282.50			
	Totals	40,250.00	0.00	40,250.00	40,250.00
Totals for Terra Forma Solutions, Inc.		<u>40,250.00</u>	<u>0.00</u>	<u>40,250.00</u>	<u>40,250.00</u>
Wagner	Wagner Constructors Inc. - Colorado				
Reference:	PayApp11	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
302501	Retainage Payable - Wagner Constructors Inc. - Colorado	(711.92)			
307859	Utilities - Wagner Constructors Inc. - Colorado	50,712.40			
301250	Accounts Receivable - ARTA - Wagner Constructors Inc. - Colorado	(36,474.00)			
	Totals	13,526.48	0.00	13,526.48	13,526.48
Totals for Wagner Constructors Inc. - Colorado		<u>13,526.48</u>	<u>0.00</u>	<u>13,526.48</u>	<u>13,526.48</u>
WESTDIR	West Direct Equipment Savers				
Reference:	43543657	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307470	Construction trailer expenses - West Direct Equipment Savers	300.01			
	Totals	300.01	0.00	300.01	300.01
Reference:	43553335	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307470	Construction trailer expenses - West Direct Equipment Savers	108.76			
	Totals	108.76	0.00	108.76	108.76
Reference:	43465095	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	

Aerotropolis Area Coordinating Metro District **Cash Requirement Report - Detailed**

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
307470	Construction trailer expenses - West Direct Equipment Savers	<u>315.84</u>			
	Totals	315.84	0.00	315.84	315.84
	Totals for West Direct Equipment Savers	<u>724.61</u>	<u>0.00</u>	<u>724.61</u>	<u>724.61</u>
	Company Totals	<u>3,205,661.51</u>	<u>0.00</u>	<u>3,205,661.51</u>	<u>3,205,661.51</u>

MASTER SERVICE AGREEMENT FOR PROGRAM MANAGEMENT, DESIGN, AND CONSTRUCTION SUPPORT SERVICES

THIS MASTER SERVICE AGREEMENT FOR PROGRAM MANAGEMENT, DESIGN, AND CONSTRUCTION SUPPORT SERVICES (“Agreement”) is entered into and effective as of _____, 2020, by and between AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and AECOM Technical Services, Inc., a California corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“Task Order”) basis, as more particularly described herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services. This standard of care is exclusive and in lieu of any warranty, guarantee or representation, whether implied, express or statutory. Be properly qualified to perform the Services. The Consultant does hereby represent that the quality of the Services be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement.

(b) Take reasonable precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(c) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to provide the District with the most complete information available for the exercise of the District's powers and discretionary authority.

(d) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

(e) Consultant may rely upon and use information provided by or through the District and will not be liable for any loss, cost or damage resulting from such reliance or use.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conduct itself in accordance to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit E** attached hereto and made a part hereof by this reference.

1.6 Work Product. “**Work Product**” shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District’s use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District’s sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement and payment in full for those Services completed. Any misuse or reuse of Work Product provided to the District from the Consultant is at the sole risk of the District and without liability or legal exposure to the Consultant.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in the applicable Task Order, unless otherwise approved in advance by the District in writing pursuant to a Task Order.

2.4 Subject to Annual Budget and Appropriation: District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The District may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, designated agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of reasonable attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to third party property, in such amount that is represented by the degree or percentage of negligence attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies, with a ten (10) day exception for non-payment of premium. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies that have an impact upon the terms of this Agreement. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District, written by a carrier admitted to the State of Colorado, and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii)

\$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, written by a carrier authorized by the State of Colorado, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District, written by a carrier admitted to the State of Colorado. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for three (3) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. For Services that do not constitute performing or furnishing design, planning,

supervision, inspection, construction, or observation of construction of any improvement to real property pursuant to Section 13-80-104, C.R.S., the Consultant shall obtain and, continuously thereafter for three (3) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may either (i) immediately terminate the Agreement, or (ii) if allowable by the Parties, purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification: Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Aerotropolis Area Coordinating Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Phone: (303) 779-5719 Email: denise.denslow@claconnect.com Attn: Denise Denslow
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With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: mmcgeady@specialdistrictlaw.com Attn: MaryAnn M. McGeady
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To Consultant:	AECOM Technical Services, Inc. 7595 Technology Way, Suite #200 Denver, Colorado 80237 Phone: (210) 253-7555 Email: rigo.salinas@aecom.com Attn: Rigo Salinas, Program Project Management
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All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email

transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, including the provisions of any Task Order issued hereunder, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement or a specific Task Order as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

5.16 The performance by Consultant of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of Consultant's Services under a Task Order shall not constitute an assumption by Consultant of the obligations of the District or its other contractors, vendors or suppliers. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the projects and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for failure of a contractor to comply with its respective contract documents.

5.17 Notwithstanding any other provision to the contrary in this Agreement or a Task Order and to the fullest extent permitted by law, neither the District nor Consultant shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Consultant hereby releases the District and the District hereby releases Consultant from any such liability.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:

AECOM Technical Services, Inc.

By: 

Its: RIGO SALINAS

VICE PRESIDENT, PPM CENTRAL
REGION BUSINESS LINE LEADER

) ss.

)

STATE OF Texas.

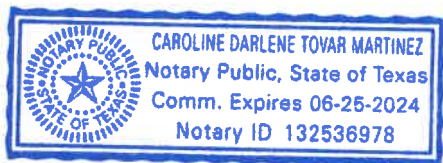
COUNTY OF

Bexar.

The foregoing instrument was acknowledged before me this 21. day of August., 2020, by Rigo Salinas. as Vice President. of **AECOM Technical Services, Inc.**

Witness my hand and official seal.

My commission expires: 06/25/2024.





Notary Public

District:

**AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

By:

Matthew Hopper, President

STATE OF COLORADO

)

) ss.

COUNTY OF

)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2020, by Matthew Hopper, as President of Aerotropolis Area
Coordinating Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

General Description of Services

The Master Services Agreement is established to provide access to a broad range of services through task order assignments including but not limited to program management, scheduling, cost estimating, documentation, procurement support, quality control and coordination, and advisory services. Engineering and Architecture related design services include water, wastewater, drainage, roadway, general civil and grading, traffic, structural, landscape architecture, building architecture and general land planning services. Construction support services include but are not limited to construction management, inspection, surveying and right of way, schedule and procurement support.

EXHIBIT B

Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written “**Request for Task Order**,” setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the “**Task(s)**”).

3. Consultant’s Response. Within seven (7) business days of receipt of the District’s Request for Task Order, the Consultant shall respond by providing the following elements (collectively the “**Task Order Submittal**”) to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as Exhibit D and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-

performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment and paid within forty-five (45) days from receipt of the invoice, unless District provides Consultant prior written notice extending such payment period to sixty (60) days for any invoiced amount. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

EXHIBIT C

Form of Task Order

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE _____

AGREEMENT NO. _____ AGREEMENT DATE _____ TASK ORDER NO. _____

CONSULTANT _____ AECOM Technical Services, Inc. _____

TASK ORDER REFERENCE: Task Order _____ X Submittal (attached)

TASK ORDER NAME: _____

METRO DISTRICT PROJECT ENGINEER: _____

BASIS OF COMPENSATION: _____ Classification Rate (per master services agreement rate schedule) _____

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 000.00

Task Order Price – Task Order No. _____ \$ 000.00

Total of Agreement Prices including this Task Order \$ 000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant Date_____
Authorized Agent Title

EXHIBIT D**Fee Schedule/Contract Price**

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

AECOM 2020 RATE SCHEDULE AEROTROPOLIS AREA COORDINATING METRO DISTRICT

The following describes the basis for compensation for services performed. This Rate Schedule will be effective through the end of the calendar year. Each subsequent year, this Rate Schedule will be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Rate Schedule will apply to existing and new Project assignments.

OFFICE DESIGN PERSONNEL CHARGES

The charge for labor time required in performing the Scope of Services, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>\$ Hourly Rate</u>
Assistant/Support Staff 1	49
Assistant/Support Staff 2	62
Assistant/Support Staff 3	74
Assistant/Support Staff 4	86
Assistant/Support Staff 5	98
Assistant/Support Staff 6	111
Assistant/Support Staff 7	123
Assistant/Support Staff 8	135
Assistant/Support Staff 9	148
Assistant/Support Staff 10	160
Staff 1	90
Staff 2	103
Staff 3	115
Staff 4	127
Staff 5	139
Project 1	152
Project 2	164
Project 3	176
Project 4	189
Project 5	201
Consultant 1	220
Consultant 2	235
Consultant 3	250
Consultant 4	265
Consultant 5	280
Principal 1	295
Principal 2	320
Principal 3	345
Principal 4	370
Principal 5	395
Expert Witness	595

Services will be charged based on the staff performing the work. Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

PROGRAM MANAGEMENT PERSONNEL CHARGES

The charge for labor time required in performing the Scope of Services, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>\$ Hourly Rate</u>
Admin	70
Risk Manager	157
Strategic Advisor	178
Deputy Project Manager	195
Assistant Project Manager	150
Project Manager	168
Water/WW Advisor	205
Controller	207
Program Manager	209
Civil Advisor	242
Land Use Urban Advisor	249
Principal In Charge	295

FIELD SERVICES PERSONNEL CHARGES

The charge for labor time required in performing the Scope of Services, including field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>\$ Hourly Rate</u>
Construction Technician I	60
Construction Inspector I	85
Construction Inspector II	\$ 95
Construction Inspector III	\$105
Senior Construction Inspector	\$115
Construction Manager I	\$125
Construction Manager II	\$145
Senior Construction Manager	\$160
Construction Department Manager	\$215
Technician Assistant 1	\$ 65
Technician Assistant 2	\$ 75
Technician Assistant 3	\$ 85
PLS I	\$105
PLS II	\$130
Senior PLS II	\$155
Survey Project Manager	\$205
Survey Department Manager	\$215

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by the Company to others will be charged at cost plus 10%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct costs (field supplies, report binding supplies, leased or rented field equipment, etc.) will be charged at cost.

Vehicles and Mileage

Company owned or leased field vehicles (cars, pickups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service. The mileage charge for personal vehicles will be the current mileage rate established by the Internal Revenue Service.

This fee schedule contains AECOM confidential business information. Do not disclose, copy, or distribute without written permission from AECOM.

EXHIBIT E

Certification Of Consultant

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT MASTER SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Master Service Agreement for Program Management, Design and Construction Services

AGREEMENT NO. 01 **AGREEMENT DATE** 8/24/2020 **TASK ORDER NO.** 01

CONSULTANT AECOM Technical Services, Inc.

TASK ORDER REFERENCE: Task Order X Submittal (attached)

TASK ORDER NAME: Program Management Support Services – Phase I

METRO DISTRICT PROJECT ENGINEER: _____

BASIS OF COMPENSATION: Classification Rate (per master service agreement rate schedule)

SCHEDULE: 3 month duration or until task order budget is complete

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$	000.00
Task Order Price – Task Order No. <u> 01 </u>	\$	480,885
Total of Agreement Prices including this Task Order	\$	480,885

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

AECOM Technical Services, Inc.

August 21, 2020

Consultant



Date

VP, PPM Business Line Lead
AECOM Central Region

Authorized Agent

Title



Mr. Matt Hopper
Aerotropolis Area Coordinating Metropolitan District
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898

AECOM
7595 Technology Way, Ste
200
Denver, CO 80237
aecom.com

August 14, 2020

RE: The Aurora Highlands - Program Management Support Services

Mr. Hopper,

Thank you for the opportunity to serve your team on this legacy project. The Aurora Highlands vision and scale aligns with multiple core disciplines and services that AECOM provides in our Denver Metro operations. We are excited about this opportunity and believe our team can readily step in to not only bring the needed program management, but also to assess and then add continuity for the various design, survey, and construction management resources, along with critical agency relationships to achieve your vision and aggressive schedule for The Aurora Highlands.

The scoping document, below, addresses AECOM's anticipated resources to augment the existing project team with program management resources, stakeholder coordination (City of Aurora) and execution. AECOM proposes the program management services be deployed into three (3) phases, with the core project management team to mobilize and perform the program management services throughout the three (3) year term as requested. Phase 1 will consist of an assessment period, anticipated for a 90-day period; Phase 2 will support the establishment of a program management office (PMO) and to transition resources over a nine (9) month period; and Phase 3 will provide the ongoing program management services for the remainder of the three (3) year term.

Phase 1 will consist of a comprehensive status review with recommendations, stakeholder coordination and advisory, and project controls. We will establish a path for risk mitigation and organized reporting at a program level for the development of The Aurora Highlands. The final report and analysis will determine the recommended level of PMO staffing throughout the remaining two phases of the assignment, as well as recommendations for transition of resources for ongoing design and construction activities. AECOM has estimated the required resources/staffing levels as a rough order of magnitude (ROM) budget for the three (3) year term for your planning purposes. The assumed level of effort will be verified and validated during the assessment period to be finalized at the conclusion of Phase 1. This approach will allow a flexible, right sized team during each phase, while providing continuity and resources when you need them. Below we have included summary biographies for key PMO team and examples of relevant work.

As part of Phase 1, we are also recommending a small set aside budget to engage AECOM design and engineering services that may be needed in the near term to accelerate any ongoing activities that need our subject matter expertise. The differentiated offering of AECOM is our integrated solutions and “one team” providing multidisciplinary resources as required by the District. Attached to this proposal is an integrated rate schedule from our water, transportation and architectural resources for your review and use within the MSA.

Our team is available to start on this project immediately and look forward to partnering with your team to make the project a success. If you have any questions about our proposed scope, please let us know immediately.

Kind regards,



Chad Rabon,
Market Sector Lead, PPM
AECOM



Tony DeVito, PE
Senior Program Director, AECOM



Alan R. Eckman, PE
Vice President
AECOM



Rigo Salinas
Vice President, PPM
AECOM

GENERAL SCOPE:

The overall goal of our work is to augment your existing team developing the project, providing program management service to efficiently and effectively achieve the desired outcomes. The primary focus of the program management proposal is to mobilize a program management office (PMO) over three (3) phases, then provide requested design and engineering services, where deemed appropriate.

Key next steps identified in this scoping document include:

- Staff Augmentation – Program Management Services
- Program Assessment: Status Review, Analysis and Update

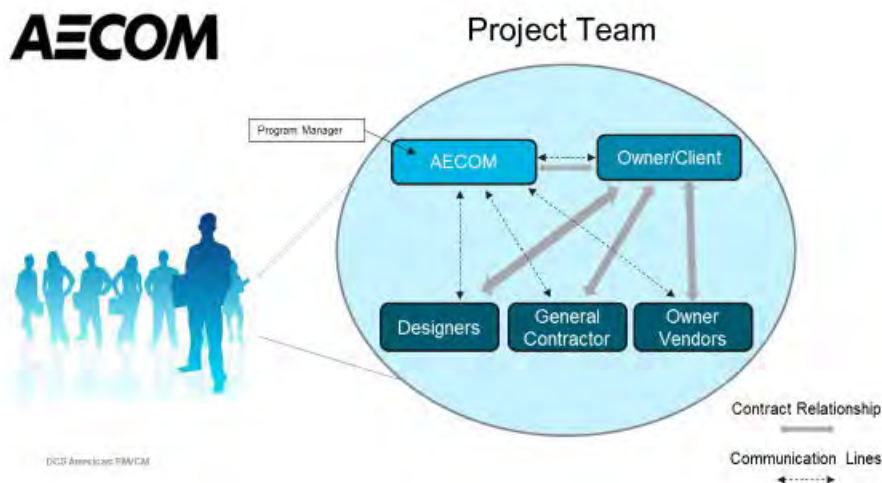
- Stakeholder Coordination– Strategic Advisory Services
- Project Controls Implementation and Operations
- Transition to AECOM Design and Construction Support Services, as appropriate

Our anticipated efforts are summarized in the following tasks.

TASK 1: PROGRAM MANAGEMENT SERVICES - TRANSITION

AECOM's program management team will be dedicated to augment existing owner staff, Aerotropolis Area Coordinating Metropolitan District (AACMD) and consultants to establish a program management plan for key focus areas and to serve as your Owner's Representative for all program and project related tasks, with limited authority as defined by the master services agreement contract.

See figure below named “project team” for a graphical representation of roles and responsibilities.



Key to effectively transitioning into owner's representation, our collaborative approach will focus first and foremost on the vision of The Aurora Highlands, building on key stakeholder relationships (City of Aurora), reviewing and implementing program budgets and schedules, understanding existing contracts and scopes of consultants, and providing recommendations which will be achieved during the 90-day Phase 1 period. Specifically, our program management team will conduct:

- **Client Coordination/Progress Meetings:** Program team meetings (Internal Owner's Mtgs – Aurora Highlands Team, External Design Review/OAC – Project Design and Contractor Team), Frequency – weekly with intended scope of the meeting/agenda and key participants prior to the meeting.
- **Stakeholder Coordination:** Provide program reports and status updates to stakeholders to include Aerotropolis Regional Transportation Authority (ARTA), City of Aurora, Adams County and AACMD, as required.

- **AECOM Coordination Meetings:** Internal coordination meetings with key individuals from multiple disciplines (AECOM dedicated team). Frequency - weekly.
- **City of Aurora Meetings:** Meeting with city and county officials representing economic development, water, public works, planning and other relevant staff. Frequency – as required.

AECOM will coordinate all the work tasks being accomplished by AECOM staff members and sub-consultants, as applicable, to ensure project work is proceeding on schedule. This work includes project team communications, overall contract management, monthly project invoicing and monthly progress reports. Project controls and internal task management activities will be implemented to prepare the upcoming work progress per agreed schedules.

AECOM will prepare a **Program Management Plan** in accordance with AECOM's Quality Management System (QMS) requirements. This task will be used to prepare a roadmap for the program deliverables defined on the Program Plan.

1.1 Assumptions:

- Program Management Services will be provided as an hourly rate engagement (see attached schedule of hourly rates and direct costs)

1.2 Deliverables:

- Meeting agendas and summaries, monthly progress reports
- Coordination of subconsultants as necessary
- Project controls established and accepted by client (Master Schedule/Budget, and Risk Register, Project Filing and Work Break Down Structure for purposes of project accounting and tracking).

TASK 2: PROGRAM ASSESSMENT: STATUS REVIEW, ANALYSIS AND UPDATE

The current phased community master plan contemplates eight (8) distinct villages/neighborhoods, four (4) schools, one (1) civic center, libraries and park, playgrounds, trails and athletic fields. The site will have regional connections to I-70 and E470.

Based on the progress to date, AECOM project management office (PMO) will conduct a comprehensive program review to identify the status of existing work, percent complete and contract compliance for all work ongoing. A simultaneous effort will be conducted to access existing baseline schedule and budgets, then reestablish an approved baseline master schedule and budget. AECOM's advisory support services will conduct an in-depth review and prepare a risk register for ongoing real time knowledge and visibility of program risks. Upon completion of key program controls deliverables, AECOM will integrate each component within a customized, program update accessible available for presentation to client/stakeholder visibility throughout the duration of the project. The PMO will seek peer review teams/SME's within

AECOM to evaluate and recommend the current design completion and value engineering recommendations, as needed during the program review.

AECOM is familiar with both State and City processes and has local staff available to champion this effort. In addition, our long-term work on the nearby Stapleton Redevelopment (located in Denver and Aurora) gives AECOM institutional knowledge of the surrounding land use, plan review and comment periods that are typical for a project of this scale.

AECOM will also evaluate the need, status, schedule, and risk of other required improvements and enabling projects necessary to support the development such as the Prairie Waters Pipeline Relocation Project.

Conceptual Plan: The Aurora Highlands



1.3 Assumptions:

- The conceptual plan shown above will be utilized for Task 2.
- Existing engineering consultants to incorporate and complete construction drawings greater than 40% complete or directed otherwise by AACMD.

1.4 Deliverables:

- Provide a recommendation and support key decisions required to streamline the on-going construction activity
- Recommend any restructuring of project consultants and transition of documentation to AECOM staff, as appropriate.

TASK 3: STAKEHOLDER COORDINATION

AECOM's PMO team will provide strategic advisory services recommending and reporting status of the project, as directed by AACMD. Alicia DuPree will provide strategic input on how to effectively collaborate with the City of Aurora throughout the development review process. Additional stakeholder management includes, report and presenting to AACMD, Adams County Board of Commissioners and senior staff, Aerotropolis Regional Transportation Authority, and home builders as required. A key element for streamlined and effective management is frequent communication and transparency of the project status. AECOM will achieve timely communication through customized presentations of key project metrics to be monitored, reported and managed throughout the duration of the project. Integrating and centralizing project information will streamline stakeholder communication and build trust.

1.5 Assumptions:

- Collaboration and monthly submissions of project information (schedule, budgets, etc.) from project consultants, designers and contractors.

1.6 Deliverables:

- Effective data collection and centralized reporting
- Effective and timely communication for key stakeholder approvals

TASK 4: PROJECT CONTROLS IMPLEMENTATION AND OPERATIONS

Immediately upon execution of a contract, AECOM will develop an accurate baseline schedule and budget. AECOM's project controls team will implement a combination of master scheduling, budgeting, and cost control tools. Our PMO team will provide scheduling services through establishing a master baseline schedule against monthly and weekly updates from designers and general contractors. Next our team will develop a comprehensive program budget validating scope to budget. In the event there are significant variances between the budget and the estimated cost at completion, the project manager will recommend a strategy to mitigate any cost overruns. Where there are unavoidable costs, such as environmental issues or unforeseen changes in construction or site conditions that exceed the original budgets, we assess the cost issues and consider a plan of action that will be in the best interest of the project. AECOM will

customize cost control tools to the specific needs of AACMD's reporting and tracking requirements. The types of costs we can track include original budget, changes, current budget, cost to complete (forecast), cost at completion, and variances. By modifying the tracking tools to meet your requirements and inputting changes according to an adopted authorization procedure, we analyze actual cost to identify trends and prepare accurate forecasts. AECOM standardizes the process for document control and contract administration on our projects to maximize efficiency, minimize processing time, and maintain good records management. For sharing documents with the team, we have developed customized SharePoint sites for team members. Documentation is contained in an integrated database, with individual documents and records that are used to prepare tracking logs, exception reports and status reports. Documents and records include correspondence, meeting minutes, contracts, schedules, inspection reports, RFIs, change orders, submittals, payment requisitions, project as-builts and notices.

TASK 5: AS NEEDED NEAR TERM SUBJECT MATTER EXPERTISE

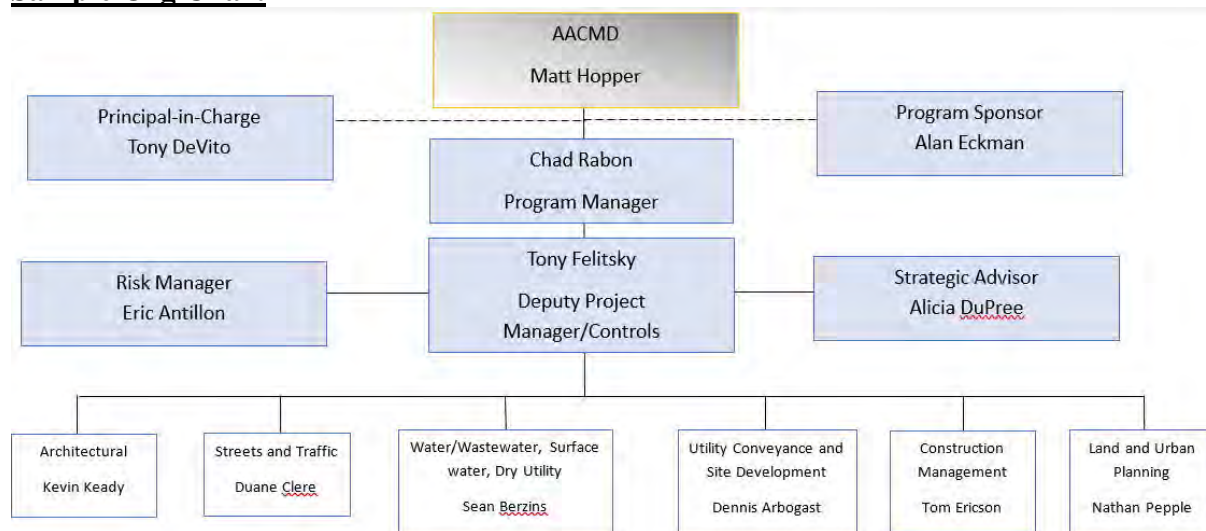
As part of Phase 1 services, we are proposing a small reserve of funds to engage services from our deep bench to subject matter expertise in the areas of planning, design, survey, and construction support services. This reserve will only be used as necessary if these subject matter experts are needed within this initial phase to help accelerate or streamline any activities where AECOM can be of assistance to the project. Any additional services will be negotiated and authorized per future task orders.

- **Transportation** – AECOM's has a full-service team from planning, design, and construction management of roadways, bridge, interchanges, hydraulics and hydrology, and all supporting multidisciplinary functions to support major infrastructure design. We have worked in large teams of designers and construction contractors to deliver complex surface transportation projects in Colorado.
- **Infrastructure Peer and Constructability Reviews** – AECOM has a comprehensive service offering with significant Denver-based resources for design and engineering services of transportation related project. Specifically, AECOM Transportation staff are available to review and recommend value engineering concepts for civil related projects and underground utilities.
- **Field survey** – AECOM can provide supplemental field survey and construction staking support for validating vertical information or adding information that is not available on the base mapping.
- **Water and Waste Facilities** – AECOM is recognized as a leader in every facet of water, wastewater, and stormwater infrastructure engineering from planning, permitting and feasibility through design and construction, commissioning, operation, ongoing maintenance, and rehabilitation. We offer solutions in water treatment, wastewater treatment, potable water transmission, distribution, storage reservoirs and pump stations,

wastewater collection and lift stations, and water resources including non-potable systems and raw water infrastructure, and dams and reservoir projects.

- **Land & Urban Planning** – AECOM’s buildings and places practice can mobilize, design and provide construction administration expertise to satisfy all land planning efforts to support a comprehensive, consistent theme throughout the master planned community.
- **Power** – AECOM develops and executes comprehensive energy efficiency, renewable energy, power generation, and energy storage projects. We bring a combination of energy services, professional engineering, installation and construction, and program management and construction management capabilities.
- **Rail Industrial Development Services** – AECOM’s knowledge of how transportation infrastructure is planned, designed, built and managed adds value to industrial development sites. We provide planning and advisory services to multiple industrial clients, including those in the agricultural, industrial, consumer products and automotive sectors as well as intermodal operations and energy related facilities and products. AECOM is supported by our worldwide network of rail specialists, allowing us to draw on the experience and best practices developed on countless successful projects around the globe.

Sample Org Chart



Compensation Structure:

The compensation structure is designed to be flexible and transparent, mobilizing the most qualified staff to meet the requirements. Our program management staff will augment The AACMP team in a management and oversight role to drive deliverables and project leadership, while maintaining a trusted advisor role assisting in the strategic decisions and project controls. The compensation structure envisions a dedicated program manager, project controls manager, risk manager and strategic advisor as our PMO, during the Phase 1 assessment period. Additional staff will be engaged in a part-time status during the Phase 1 assessment. As the

initial PMO resource loading is evaluated and confirmed, AECOM will bring on additional part-time resources as needed to include project administrators and assistant project managers, as negotiated and modified to satisfy the three (3) year assignment. The additional required resources will augment our initial PMO team. The estimated fees included below are estimated not-to-exceed amounts and AECOM will track and only charge the actual hours being spent on the project.

The program management team is proposed to be on time and materials (T&M) basis with a set not-to-exceed (NTE) limit per task order. This contract method will maximize the effort, remain flexible to the project requirements and streamline the invoicing process. Below is the estimated budget for Phase 1:

- **Initial Contract:** Phase 1 – Program Assessment
 - AECOM five (4) full-time and part-time staff as the Program Management resources.
 - Phase 1 fee: \$480,885
 - Duration: 3-month commitment
 - Design & Engineering Allowance: \$25,000 NTE (Included in Phase 1 Fee above)
- Phase 2 – PMO Transition and Implementation ****ROM for Budgeting**
 - AECOM six (6) full-time and part-time staff as the Program Management resources. Note:
 - Phase 2 fee: \$929,125
 - Duration: 9-month commitment
- Phase 3 – Full Program Management Operation ****ROM for Budgeting**
 - AECOM eight (8) full-time staff and part-time staff as the Program Management resources.
 - Phase 3 fee: \$2,329,990
 - Duration: 24-month commitment
- **Total ROM Fee: \$3,740,000**
 - Duration: 3-year contract

Additional services will be contemplated on after the initial assessment period is complete. AECOM is prepared to commit the core project management team through the three (3) year term and augmenting the program based on the requirements following the assessment. Each additional resource requested will be contracted through a task order against the Master Service Agreement (MSA). The task order will be independently scoped based on the requirements and will contain hourly rates for an estimated T&M NTE proposal. The additional services will be authorized through email approval from authorized AACMD staff. Anticipated Task Orders to

Additional Task Order Pricing:

Overall Assumptions and Clarifications:

- **Standard of Performance:** In the performance of its professional services, AECOM will use that degree of care and skill ordinarily exercised by members of AECOM's profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by AECOM.
- **Entitled to Rely:** Consistent with the professional standard of care, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
- **Opinions of Construction Cost:** Any Opinion of the Construction Cost prepared by an AECOM professional represents its judgment as a design professional and is supplied for the general guidance of City. Since Professional has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost.
- **Office facilities:** Our proposal assumes AECOM staff will operate from the AACMD or The Aurora Highlands offices and will have at its disposal internet/network access as required, printers and general supplies to be able to perform all activities. Proposal does not include parking fees, travel, shipping expenses or other miscellaneous operating items but are subject to reimbursement to AECOM as costs are incurred.

- **Billing:** AECOM will bill for services on a monthly basis. If required, once task orders are issued we can define a billing schedule and anticipated billing dates.
- **Notice to Proceed:** AECOM can start providing these services once the MSA and the proposed services fee are agreed upon by both parties.

End of Scope of Work